

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 10/10/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #306538 through #306716 totaling \$ 663,062.89 and EFT #9101665 through 9101671 totaling \$ 12,041.57 for an A/P total of \$ 675,104.46 dated 10/13/20 through 10/16/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 10/17/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #306762 through #306948 totaling \$ 467,075.62 and EFT #9101675 through 9101689 totaling \$ 345,737.56 for an A/P total of \$ 812,813.18 dated 10/19/20 through 10/23/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION SPECIAL WORK SESSION

October 9, 2020

**COMMISSION CHAMBERS
COURTHOUSE ANNEX, ROOM 111
10:30 A.M.**

Commission: Commission Chairman James L. Larson and Commissioner Weber

Staff: Carey Ann Haight – Chief Civil Deputy County Attorney, Jake Wilkinson – Deputy County Attorney, Charity Yonker – Planning Director, Amber Hobbs – Planner, Sandy Johnson – Superfund Coordinator, Anna Ehnes – Planner, Kevin Nurre – Code Compliance Officer

Public: Ronda Wiggers – personally and on behalf of the Home Builders' Association.

Introductions are provided.

Charity Yonker presents a PowerPoint Presentation for medical marijuana zoning revisions to the Commission, and starts with discussing changes to definitions.

Chairman Larson asks if the Planning Board is proposing a major change?

Charity Yonker confirms and continues to present and moves on to discussing buffer requirements.

Commissioner Weber asks how current facilities will be treated under the zoning regulations and whether there are any that have less than a 500 foot buffer.

Charity Yonker response no due to the 500 feet state buffer.

Commissioner Weber ask so we do not have to worry about that.

Charity Yonker states not for currently permitted facilities and continues presenting.

Chairman Larson and Commissioner Weber ask for clarification on the 1000-foot buffer map.

Charity Yonker clarifies and moves to the 500-foot buffer map.

Commissioner Weber comments that the maps are a good comparison and thanks staff.

Charity Yonker presents the topic of use expansion within the different zoning districts.

Commissioner Weber asks about the testing facilities.

Charity Yonker clarifies the Planning Board recommendations verses the staff proposal.

Amber Hobbs presents the summary of public comment topics for pros and cons to the proposed expansions in the zoning districts.

Charity Yonker presents a summary of Constitutional Initiative 118 and Initiative 190.

Commissioner Weber asks for an example ordinance.

Charity Yonker provides that the zoning regulations are an example and continues presenting with the top of taxation.

Commissioner Weber responds it is an interesting percentage breakdown.

Charity Yonker continues presenting.

Commissioner Weber asks if I-190 passes, the county cannot prohibit it?

Charity Yonker confirms that the county cannot 100% prohibit.

Carey Ann Haight states that is where we are now with the Medical Marijuana Act, and asks if the Department of Public Health and Human Services (DPHHS) would be doing inspections?

Charity Yonker says DPHHS will do their licensing and inspection but for our enforcement it will need to be done by law enforcement, and presents the topic on local government authority and land uses that can be regulated.

Chairman Larson says basically the whole medical marijuana business industry.

Charity Yonker confirms yes, but what we cannot regulate are personal grows, posits where do these land uses belong. She provides that the Planning Board recommended all uses to be permitted principle uses, but these are not the only options: the registered premises definition could be broken out if the Commission decides.

Commissioner Weber states growers usually would not have a store front.

Charity Yonker confirms and ends presentation slides.

Commissioner Weber asks for a summary of differences between the Planning staff proposal and the Planning Board.

Charity Yonker responds the staff proposed keeping medical marijuana in I-2 (the heaving industrial zoning district) with a 500-foot setback.

Chairman Larson asks if the initiative passes, why do we need medical marijuana regulations and if everyone can do it, why do we need all of this.

Charity Yonker responds the state is treating recreational and medical marijuana separately and the Montana Medical Marijuana Act is not being proposed to be amended as part of the initiative.

Chairman Larson asks he does not know much about medical marijuana, but if you can get it on the street corner, why do we need this.

Charity Yonker acknowledges he makes a good point and that with new Acts come unforeseen challenges.

Chairman Larson thanks staff and says I just did not want to go through all of this if the upcoming election is going to change it all.

Ronda Wiggers, 474 US Hwy 89, responds that those currently licensed for medical marijuana, will have a one-year head start to protect investment, so in turn the definition of medical marijuana should not be deleted.

Charity Yonker asks the Commissioners if a supplemental staff report on just the topic of medical marijuana is appropriate.

Commissioner Weber confirms a supplemental staff report would be great.

Chairman Larson confirms as well.

PowerPoint presentation slides attached.

Submitted by: Anna Ehnes, Planning Department

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

October 21, 2020 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until officially approved on November 10, 2020.

COMMISSION
MINUTES
JOURNAL # 60

Board of Cascade County Commissioners: Chairman James L. Larson and Commissioner Jane Weber
Excused: Commissioner Joe Briggs

Staff Present: Mary Embleton – Budget Officer, Susan Shannon – ExpoPark Director, Les Payne – Public Works Director, Bonnie Fogerty – Commission Office, Brad Call - , Carey Ann Haight – Deputy County Attorney, Jo-Viviane Jones – CCHD WIC, and Kyler Baker – Deputy Clerk & Recorder

Public Members Present: Wayne Bye – Deputy Chief Probation and Parole

Chairman Larson opened the work session meeting at 2:00 pm

Proclamation

Consent Agenda Items:

Department:

Resolution 20-59: Budget Appropriation within the Elections Capital Reserve Fund #4150 to establish budgets due to receipt of the Center for Tech & Civic Life Grant. Total Amount: \$294,128.00 (Ref: Contract 20-168)

Aging Services
00:26

Contract 20-170: South Wind County Water & Sewer District Water System Improvements Project Management Plan Update. (Ref: Contract 15-65, R0307968)

Sheriff's Office
04:47

Contract 20-171: Cooperative Agreement Plan between Cascade County and the Big Sky Pro Rodeo Roundup Committee. Effective: Date of Signing – December 31, 2021. (Ref: Contract 15-106, R039044)

Public Works
7:23

City-County Health Department

Contract 20-169: Hometown Leasing, LLC "Exhibit A" Term Lease Schedule for Kyocera color multifunctional printer. Effective: October 1, 2020 – September 30, 2022. Amount: \$26.85 per month

CCHD
12:39

Agenda Item #1 13:58

Contract 20-172: Agreement by and between Cascade County for the Montana ExpoPark and the Great Falls Turf Club. Purpose: To provide five days of horse racing, including three days at the 2021 Montana State Fair. Proposed Race Dates: July 24th, 25th, July 30th, 31st, August 1st, 2021. Cost to the County: \$65,000 for purses and production by the Great Falls Turf Club.

Agenda Item #2 18:55

Fleet Light Duty Vehicles Bid Award

Contract 20-173: Bison Ford of Great Falls, MT bid proposal for a variety of seven (7) 2021 Light Duty Trucks
Cost: \$254,232.64

Add on items:

Contract 20-174: DUI Services Agreement between Cascade County DUI Task Force and Probation and Parole, Department of Corrections, State of Montana. Effective: Date of Signing – December 31, 2020. County Cost: \$5,000
21:44

Adjournment: Chairman Larson closed the work session meeting at 2:27 p.m.

CASCADE COUNTY WORK SESSION MINUTES
VIA ZOOM ONLINE MEETING
October 23, 2020 – 10:30 A.M.

<p>Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on November 10, 2020.</p>	<p>COMMISSION MINUTES JOURNAL # 60</p>
<p>Board of Cascade County Commissioners: Chairman James L. Larson and Commissioner Jane Weber Excused: Commissioner Joe Briggs</p>	
<p>Staff Present: Jake Wilkinson and Carey Ann Haight – Deputy County Attorney’s, Destiny Gough – Planning Office Assistant, Charity Yonker – Planning Director, Amber Hobbs, Sandor Hopkins and Anna Ehnes – Planner’s, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder</p>	
<p>Chairman Larson opened the work session meeting at 10:30 am</p>	

Map and Text Revisions to Cascade County Zoning Regulations

Planning Staff presented revision to the County Commission **00:27 – 46:00**
(See Attached Documents)

A Public Hearing will be held on November 12, 2020 at 5:30 pm via Zoom

Adjournment: Chairman Larson closed the work session meeting at 11:25 a.m.

CASCADE COUNTY COMMISSION MEETING

October 27, 2020

Via Zoom

9:30 A.M.

Commission
Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on November 10, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber
Excused: Commissioner Joe Briggs

Staff: Bonnie Fogerty – Commission Office, Carey Ann Haight – Deputy County Attorney, Les Payne – Public Works Director, Susan Shannon – ExpoPark Director, Diane Heikkila – Treasurer, Brad Call – Emergency Management Services Coordinator, and Kyler Baker – Deputy Clerk & Recorder

Public: Eric Peterson, Diane and Sparky Kottke, John Hayes, Karl Puckett – Great Falls Tribune, Tom Wylie – KRTV and Wayne Bye – Probation and Parole

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners' calendar: Bonnie Fogerty read the calendar. 00:50

Purchase orders and accounts payable checks: *See agenda for payment information.* Commissioner Weber made a MOTION to approve purchase orders and accounts payable warrants. **Motion carries 2-0 04:42**

Treasurer's Report: Diane Heikkila, Treasurer, read the report. *(See Attached Report)*
05:05

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Weber made a MOTION to (A) Approve minute entries (September 18, 2020; September 24, 2020; October 21, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda

Resolution 20-59: Budget Appropriation within the Elections Capital Reserve Fund #4150 to establish budgets due to receipt of the Center for Tech & Civic Life Grant. Total Amount: \$294,128.00 *(Ref: Contract 20-168)* 07:29

Contract 20-170: South Wind Water & Sewer District Water System Improvements Project Management Plan Update. *(Ref: Contract 15-65, R0307968)* 07:50

Contract 20-171: Cooperative Agreement Plan between Cascade County and the Big Sky Pro Rodeo Roundup Committee. Effective: Date of signing renewable by December 31, 2021. (Ref: Contract 15-106, R0309044) 08:05

Contract 20-174: DUI Services Agreement between Cascade County DUI Task Force and Probation and Parole, Department of Corrections, State of Montana. Effective: Date of Signing – December 31, 2020. County Cost: \$5,000.00 08:25

City-County Health Department

Contract 20-169: Hometown Leasing, LLC “Exhibit A” Term Lease Schedule for Kyocera color multifunctional printer. Effective: October 1, 2020 – September 30, 2022. Amount: \$26.85 per month. 08:43

Motion carries 2-0 09:40

AGENDA ITEM #1 09:50

Motion to Approve or Disapprove:

Contract 20-172: Agreement by and between Cascade County for the Montana ExpoPark and the Great Falls Turf Club. Purpose: To provide five days horse racing, including three days at the 2021 Montana State Fair. Proposed Race Dates: July 24th, 25th, July 30th, 31st, August 1st, 2021. Cost to the County: \$65,000 for purses and production by the Great Falls Turf Club.

Susan Shannon, ExpoPark Director, elaborates. 10:39

Sparky Kottke, Great Falls Turf Club, comments. 12:00

John Hayes, Great Falls Turf Club, comments. 15:10

Commissioner Weber made a **MOTION** to approve Contract 20-172, Agreement by and between Cascade County for the Montana ExpoPark and the Great Falls Turf Club for the purpose of providing a five (5) day horse racing meet, including three (3) days at the 2021 Montana State Fair. 16:16

Motion carries 2-0 17:09

AGENDA ITEM #2 17:28

Motion to Approve or Disapprove:

Fleet Light Duty Vehicles Bid Award

Contract 20-173: Bison Ford of Great Falls, MT Bid Proposal for a variety or seven 2021 Light Duty Truck Cost: \$252,841.12

Les Payne, Public Works Director, elaborates. 17:59

Commissioner Weber made a **MOTION** to approve Contract 20-173: Bid proposal from Bison Ford, of Great Falls, MT, for a variety of seven (7) 2021 Duty Trucks as described in the staff report, for a total bid award of \$252,841.12 and instruct staff to complete the purchasing process. 20:30

Motion carries 2-0 21:32

Commissioner Weber made comments about COVID-19. 22:00

Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)

None

Adjournment: Chairman Larson adjourned this Commission Meeting at **9:57 a.m.**

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

November 4, 2020 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on November 10, 2020.	COMMISSION MINUTES JOURNAL # 60
Board of Cascade County Commissioners: Chairman James L. Larson Excused: Commissioner Jane Weber and Commissioner Joe Briggs	
Staff Present: Charity Yonker – Planning Director, Trisha Gardner – Public Health Officer, Mary Embleton – Budget Officer, Jo-Viviane Jones – WIC, Carey Ann Haight – Deputy County Attorney, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk & Recorder	
Public Members Present:	
Chairman Larson opened the work session meeting at 2:00 pm	
Consent Agenda Items:	Department:
Contract 20-175: Secure Warrant Software License Agreement for the County Attorney's Office. This program will allow law enforcement agencies to draft search warrants. Effective: Date of Signing – June 30, 2021. Initiation Fee: \$25/per each full-time law enforcement officer. Annual Fee: \$175/per year for each FT Officer, \$87.50/per year for each PT law enforcement officer.	County Attorney 00:20

AGENDA ITEM #1 05:51

Public Hearing:

Preliminary Plat Approval for River Bend Estates III Major Subdivision

Location: SW ½ Section 34, Township 20 North, Range 3 East, P.M.M. Cascade County, Montana.

Parcel Number: 0002019130 & Geocode: 02-3015-34-3-01-01-0000

Initiated by: Ricky & Judy Higgins, Higgins Enterprises LTD

Add on items:

Board Appointment: 14:22

Mental Health Advisory Council: Category: Sheriff's Office Representative

Jesse Slaughter (vacating seat)

Designated Representative: Deputy Josh Harris

(Item Added to Consent Agenda)

Contract 20-176: Agreement for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 for Cascade County Public Schools. **14:59** *(Item Added to Consent Agenda)*

Contract 20-177: Agreement for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 for Great Falls Central Catholic High School. **18:21** *(Item Added to Consent Agenda)*

Contract 20-178: WIC Dietician Provider Agreement between Flathead City-County Health Department and Cascade County CCHD **19:07** *(Item Added to Consent Agenda)*

CCHD will add six (6) FICCMR Contracts – Contract numbers have not been assigned but all contracts will be added to the Consent Agenda. **22:00**

Adjournment: Chairman Larson closed the work session meeting at 2:25 p.m.

November 10, 2020

Contract 20-175

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Secure Warrant Software License Agreement

INITIATED & PRESENTED BY: Carey Ann Haight, Deputy
Cascade County Attorney's Office

ACTION REQUESTED: Approval of Contract 20-175

BACKGROUND:

The Cascade County Attorney's Office is seeking to contract with Law Enforcement Support Services, Inc. to for its Secure Warrant Software License Agreement. This program would make it possible for the Sheriff's Office and Police Department to draft various warrants in the field which would then be reviewed by the County Attorney's Office prior to seeking approval from the Court. Currently the County Attorney's Office drafts all warrants issued by these agencies. The software license agreement will allow law enforcement to do the majority of the warrant work using a program which contains statutory references and a database of forms for a uniform product and will free up time spent by the County Attorney's Office in drafting.

TERM: Upon execution through June 30, 2021

AMOUNT: \$25 initiation fee for each full-time law enforcement officer utilizing the software. \$175 per year for each full-time law enforcement officer utilizing the software.

RECOMMENDATION: Approval of Contract 20- 175

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-175, Secure Warrant Software License Agreement with Law Enforcement Support Services, Inc.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-175, Secure Warrant Software License Agreement with Law Enforcement Support Services, Inc.

SOFTWARE LICENSE AGREEMENT

Law Enforcement Support Services, Inc., a statutory closely held corporation of the State of Montana doing business as Secure Warrant ("SECURE WARRANT"), whose mailing address is 1741 S. 5th St. W., Missoula, Montana, and Cascade County ("COUNTY"), a political subdivision of the State of Montana, whose mailing address is 325 2nd Avenue North, Great Falls, MT 59401, hereby enter into this *Software License Agreement* on the ____ day of September, 2020.

RECITALS

WHEREAS, SECURE WARRANT is engaged in the business of designing and developing computer software and has developed a web-based computer application located at <https://securewarrant.com> ("SOFTWARE"), which is intended to be used by law enforcement agencies to assist in drafting and obtaining search warrants and other documents;

WHEREAS, the COUNTY, for and on behalf of the Cascade County Sheriff's Office and the City of Great Falls Police Department, both of which are law enforcement agencies operating within the State of Montana, (collectively "AGENCY") desire to utilize the SOFTWARE; and

WHEREAS, SECURE WARRANT and the COUNTY believe that it is in their mutual interest to enter into this *Software License Agreement* whereby the AGENCY would use the SOFTWARE belonging to SECURE WARRANT, pursuant to the terms and conditions hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants of this *Software License Agreement*, SECURE WARRANT and the COUNTY hereby agree as follows:

1. **LICENSE:** SECURE WARRANT, hereby grants to the COUNTY a limited, terminable, nonexclusive, and non-assignable license to use the SOFTWARE in connection with its law enforcement activities. No right or license is being conveyed to the COUNTY to use the SOFTWARE for any other purpose. The COUNTY acknowledges that the SOFTWARE is provided under license, and not sold, to the COUNTY, and that the COUNTY acquires no ownership interest in the SOFTWARE, or rights other than those granted under the terms, conditions and restrictions of this *Software License Agreement*.

similarly prohibited. The provisions of this clause are perpetual and shall survive termination of this *Software License Agreement*.

7. **REVERSE ENGINEERING:** The COUNTY may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the SOFTWARE. The COUNTY assumes responsibility and warrants that its employees shall be similarly prohibited. The provisions of this clause are perpetual and shall survive termination of this *Software License Agreement*.
8. **WARRANTIES:** All electronic information located at <https://securewarrant.com> and the SOFTWARE is provided “as is” without representation or warranty of any kind, including as to suitability, reliability, applicability, merchantability, fitness, non-infringement, result, outcome, or any other matter. SECURE WARRANT, does not warrant that such information is or will always be up-to-date, complete, or accurate. Any representation or warranty that might be otherwise implied is expressly disclaimed. The SOFTWARE is provided to the COUNTY “as is” and “as available.” SECURE WARRANT, does not guarantee or warrant continuous, uninterrupted or secure access to the Software. **THE WARRANTY PROVIDED FOR HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT MAY ARISE EITHER BY AGREEMENT BETWEEN THE PARTIES OR BY OPERATION OF LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** COUNTY also acknowledges that every business decision involves an assumption of risk and that SECURE WARRANT does not and will not, in furnishing the SOFTWARE and related service to AGENCY, underwrite that risk in any manner whatsoever.
9. **REMEDY:** In the event of a claim by the COUNTY under the warranty identified in § 8, SECURE WARRANT shall have the option to either repair or replace the Software. In the event that SECURE WARRANT is unable to repair or replace the Software within a reasonable period of time, the AGENCY’s sole recourse shall be to terminate the *Software License Agreement* and SECURE WARRANT’s sole obligation shall be to return any fees paid by the COUNTY for that fiscal year. In no event shall SECURE WARRANT be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this *Software License Agreement*.

acknowledgment of this potential risk and financial hardship, the parties recognize and acknowledge that part of the consideration for use of the SOFTWARE and related services provided, and in addition to the present cost as set forth on Schedule A, is that AGENCY shall have a duty to defend and indemnify the fees, costs and expenses that SECURE WARRANT incurs in responding to such a subpoena.

14. **LEGAL ADVICE:** The COUNTY acknowledges that all communication of information to or from SECURE WARRANT, or to or from or relating to the use of the SOFTWARE, shall not constitute the practice of law as defined by § 37-61-201, MCA. No communication shall constitute or create an attorney-client relationship. No communication shall constitute solicitation or legal advice.
15. **ASSIGNABILITY:** The license granted hereunder is provided to COUNTY for assignment to AGENCY and may not otherwise be assigned by any act of the COUNTY or by operation of law, unless made in connection with a transfer of substantially all the assets of COUNTY or with the consent of SECURE WARRANT
16. **COPYRIGHT/TRADEMARK:** Unless otherwise noted, all materials, including but not limited to images, illustrations, designs, icons, photographs, video clips, software, software codes, algorithms, data, and written and other materials that are part of <https://securewarrant.com>, or any other website maintained, owned or operated by SECURE WARRANT, are protected under copyright laws and are the trademarks and/or other intellectual property owned, controlled or licensed by SECURE WARRANT
17. **CHOICE OF LAW/VENUE:** This *Software License Agreement* shall be governed and interpreted by the laws of the State of Montana. Lewis & Clark County, Montana, shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. SECURE WARRANT and the COUNTY hereby consent to such personal and exclusive jurisdiction.
18. **MONITORING:** The COUNTY acknowledges that SECURE WARRANT may monitor use of the SOFTWARE to ensure that the COUNTY is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. Monitoring includes active attacks by authorized entities to test or verify the security of the SOFTWARE. During monitoring, SECURE WARRANT shall refrain from examination of confidential criminal justice

- 23. INDEPENDENT CONTRACTOR STATUS:** The parties agree that SECURE WARRANT is an independent contractor for purposes of this *Software License Agreement* and is not to be considered an employee of the COUNTY, for any purpose. SECURE WARRANT is not subject to the terms and provisions of the COUNTY's personnel policies handbook and may not be considered an employee for workers' compensation or any other purpose. SECURE WARRANT is not authorized to represent the COUNTY or otherwise bind the COUNTY in any dealings between SECURE WARRANT and any third parties.
- 24. WORKERS COMPENSATION:** SECURE WARRANT must comply with the provisions of the Montana Workers' Compensation Act. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of this Agreement and any renewal. Upon expiration, SECURE WARRANT must send a proof of renewal to the AGENCY.
- 25. INSURANCE:** SECURE WARRANT will provide the COUNTY with proof of liability insurance issued by a reliable company or companies for personal injury and property damage, upon request, in an amount not less than \$1.0 million per occurrence and \$2.0 million aggregate per year for bodily injury, personal injury, and property damage. If any professional services are rendered in connection with this *Software License Agreement*, SECURE WARRANT must also provide proof of professional liability insurance in an amount no less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The insurance must be in a form suitable to COUNTY and must name the COUNTY as an additional insured. SECURE WARRANT must immediately notify the COUNTY of any changes to its insurance policy during the term of this *Software License Agreement*. SECURE WARRANT's insurance coverage shall be primary insurance with respect to AGENCY, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of SECURE WARRANT's insurance and shall not contribute with it.
- 26. NONDISCRIMINATION:** SECURE WARRANT agrees that it will not discriminate based on any protected class in any of its activities or provision of services regardless of

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of _____, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

SCHEDULE A

1. **INITIATION FEE:** The COUNTY agrees to pay an initiation fee to SECURE WARRANT in the sum of **\$25.00** per each full-time law enforcement officer employed by the AGENCY, to set up and initiate the SOFTWARE. SECURE WARRANT agrees to set up and initiate the AGENCY's users within thirty (30) days after the execution of the *Software License Agreement*.
2. **ANNUAL FEE:**
 - a. The COUNTY shall pay the sum of **\$175.00** per year for any full-time law enforcement officer employed by the AGENCY that will use the SOFTWARE.
 - b. The COUNTY may also elect to pay the sum of **\$87.50** per year for any part-time law enforcement officer, part-time reserve officer, or any full-time or part-time support staff, employed by the AGENCY that will use the SOFTWARE.
 - c. The fee in § 2 includes access by the Montana Attorney General's Office, and all necessary County Attorney's Offices, City Attorney's Offices, and all necessary District Court Judges, Justices of the Peace, and Municipal Judges, in Montana within the AGENCY's jurisdiction.
3. **INITIAL PAYMENT:** SECURE WARRANT shall send the COUNTY an invoice for the initiation and annual fees provided for in §§ 1-2. The annual fee shall be pro-rated based upon the actual number of calendar days remaining in the calendar year. Payment shall be due within thirty (30) days of the invoice. LESS, INC., reserves the right to add a 10% fee for any late payment received.
4. **RENEWAL PAYEMENT:** The *Software License Agreement* shall be automatically renewed each calendar year. SECURE WARRANT, shall send the COUNTY an invoice for the annual fees provided for in § 2 on or before the first day of July in any given calendar year. Payment shall be due within thirty (30) days of the invoice. LESS, INC., reserves the right to add a 10% fee for any late payment received. An additional fee of 3.4% of the total invoice shall be added for a credit card payment.
5. **UPDATES:** The COUNTY may periodically wish to update users who have access to the SOFTWARE. Updates shall be made free of charge and shall not incur an

initiation fee. Any increase in the total number of users shall be paid as provided for in §§ 2-4.

6. **REFUNDS:** The COUNTY shall have thirty (30) days from the execution of the *Software License Agreement* to evaluate the SOFTWARE. The COUNTY may terminate the *Software License Agreement* at any time during this thirty (30) day period and SECURE WARRANT shall refund all annual fees paid. After the thirty (30) day period no refunds shall be provided.
7. **TRAINING:** SECURE WARRANT agrees to provide the COUNTY with sufficient training to operate the SOFTWARE. COUNTY agrees to assist SECURE WARRANT with the training as may be necessary and as approved of in advance in writing by COUNTY, including coordination of training events to ensure that training is conducted within the COUNTY in an efficient manner.
 - a. Training shall be provided free of cost to the AGENCY, except that the COUNTY shall be responsible for SECURE WARRANT's necessary fixed costs (travel, food, and lodging) incurred to complete the training. Fixed costs shall be calculated at the current per diem rate established by U.S. General Services Administration and as agreed upon in advance in writing by COUNTY.
 - b. SECURE WARRANT shall periodically send the COUNTY an invoice for fixed costs in § 7, no later than sixty (60) days after they are incurred. Payment shall be due within thirty (30) days of the invoice. SECURE WARRANT, reserves the right to add a 10% fee for any late payment received. An additional fee of 3.4% of the total invoice shall be added for a credit card payment.

November 10, 2020

Contract #20-176

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20- 176
Agreement between CCHD and Cascade Schools
for Appointment of Deputy Public Health
Officials for the Limited Purpose of COVID-19
Contact Identification, Notification, and
Quarantine

INITIATED AND PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Contract #20-176

BACKGROUND:

This agreement provides for the appointment of Deputy Public Health Officials for the limited purpose of COVID-19 contact identification, notification, and quarantine.

TERM: November 10, 2020 - until terminated

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-176

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-176, Agreement between CCHD and Cascade Schools for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 Contact Identification, Notification, and Quarantine

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-176, Agreement between CCHD and Cascade Schools for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 Contact Identification, Notification, and Quarantine

**Agreement for Appointment of Deputy Public Health Officials
For the Limited Purpose of COVID-19 Contact Identification, Notification, and Quarantine**

WHEREAS, Cascade School District ("District") operates one high school, one middle school, and one elementary school, and other programs, educating approximately 290 students in Cascade County;

WHEREAS, Cascade County ("County") employs a County Public Health Officer ("Health Officer") who is charged with the responsibility of carrying out the purpose of the public health system, in collaboration with federal, state, and local partners;

WHEREAS, the Health Officer, pursuant to Mont. Code Ann. Section 50-2-118 shall take steps to limit contact between people in order to protect the public health from imminent threats;

WHEREAS the District and the Health Officer recognize the importance of protecting, promoting, and maintaining the health and safety of the community including the District's students and staff and together seek ways to collaborate for that purpose during the current COVID-19 pandemic;

WHEREAS, in order to fulfill her obligations under Montana law, including but not limited to those duties established in Mont. Code Ann. Section 50-2-118, the Health Officer desires the additional help and services of individuals employed by the District,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to enter into this Agreement for Appointment of Deputy Public Health Officials ("Agreement") so as to appoint certain District employees ("Deputy") to assist the Health Officer with COVID-19 contact tracing efforts as outlined hereinbelow.

The District agrees to:

- Designate certain of its employees who will be deputized as a public health official for the limited purpose of serving as liaison between the Health Officer (and/or her designee(s)) and the District;
- Receive and maintain information from the Health Officer regarding person(s) within the District known to be positive for COVID-19;
- Notify the Health Officer of any information it receives that any student or staff has tested positive for COVID-19;
- Identify the individual(s) potentially exposed to a person known by the Deputy to be positive for COVID-19. The deputies will be trained in determining who may be a "close contact" potentially exposed to COVID-19;
- Provide the Health Officer with contact information available to the District of individuals who have tested positive or who have been exposed, as requested by or identified by the Health Officer;
- Notify the staff member(s) or the parent/guardian/caretaker relative of the student(s) that they have been identified as a potential "close contact" to a person known to be positive for COVID-19 and notifying such person(s) of the obligation to be quarantined until a certain date;
- Notify the close contacts and their representatives not to discuss the case with others in any way that might compromise the privacy and security of individually identifiable health information regarding the person known to be positive for COVID-19;
- Provide the Health Officer with the names and contact information of the close contacts who received the quarantine documents, as well as dates of quarantine.

- Be available to the Health Officer, either personally or in concert with one or more other Deputies seven days per week by telephone.

The County agrees to:

- Provide training to the Deputies regarding HIPAA and other health privacy laws and how those laws apply to the services being performed by the Deputies;
- Provide training to the Deputies as to how to ascertain who is a "close contact", how to fix the dates for quarantine, how to instruct the "close contacts" regarding their obligations, and how to fill out all necessary paperwork.
- Fulfill its responsibilities as a County Health Officer, including but not limited to being available to the District seven days per week by telephone, maintaining the confidentiality of information disclosed, and providing information to the District.

The Parties further agree as follows:

- An appointment hereunder is a part of the community response to COVID-19 and will not be applicable to any other situation unless the appointment is modified in writing by the parties hereto.
- The District agrees to provide at least one individual in each of its school buildings to serve as a Deputy. The District shall provide the Health Officer the contact information for each Deputies, including name, cell phone number and e-mail address.
- No Deputy is permanently appointed, and such appointment may be terminated in writing at any time by either party as may be deemed appropriate or necessary. In the event a Deputy's appointment is terminated the District shall provide a replacement Deputy from the terminated Deputy's school.
- In the event the school building from which a Deputy is appointed is closed as a result of COVID-19 for any period of time, the parties agree that the Deputy of such closed school building shall be relieved of duties under this Agreement until such time the school building re-opens.
- Although each Deputy remains an employee of the District while performing tasks as a Deputy of Public Health, the employee serves as a volunteer for County and is not acting in his or her role as a District employee. Neither the Deputy nor the District shall receive any compensation or remuneration of any kind from either Cascade County or the Public Health Officer for their services under this Agreement which are deemed to be that of a volunteer.
- The parties hereto shall concurrently enter into a Business Associate Agreement (BAA) which shall, upon execution, be attached hereto as Exhibit A to this Agreement. Neither the District nor any Deputy shall use or disclose any information received under their appointment, including but not limited to individually identifiable health information about persons identified to be positive for COVID-19, for any purpose other than those defined herein.
- The parties understand and agree that they are independent entities and not partners, joint ventures, employees, representatives, or agents of the other for purposes of the services to be provided pursuant to this Agreement and further that no employment relationship is created.
- Each party agrees to carry and maintain liability insurance with sufficient limits to cover its own conduct and operations and for those of their employees. Each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Montana. In the event that any loss or damage is caused by the conduct of one party the other party agrees to

indemnify the other.

- This Agreement will become effective upon the signature of the parties and will remain in effect until terminated by either party as set forth herein. Either party may terminate this Agreement with or without cause by giving five (5) days' prior written notice to the other party.

Dated this 9th day of October, 2020.

CASCADE PUBLIC SCHOOLS


Rick Miller, Superintendent

CASCADE CITY-COUNTY HEALTH DEPARTMENT

Trisha Gardner, M.Ed.
Public Health Officer

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of October, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT REGARDING PROTECTED HEALTH INFORMATION

This Business Associate Agreement (hereinafter referred to as BAA) is entered into by and between **Cascade County** (hereafter referred to as the Covered Entity) and Cascade School District (hereafter referred to as Business Associate) because the Covered Entity and Business Associate are parties to an Agreement for Appointment of Deputy Public Health Officials (hereinafter referred to as the Agreement). This BAA sets forth the terms and conditions under which Protected Health Information (PHI) created or received by the Business Associate (GFPS) on behalf of the Covered Entity may be used or disclosed.

This BAA shall commence on effective date of the Agreement and will terminate when the underlying Agreement terminates or at such time as any PHI provided by the Covered Entity to the Business Associate or PHI created or received by the Business Associate is destroyed or returned to the Covered Entity

This BAA is entered into as part of the Covered Entity's Health Insurance Portability and Accountability Act of 1996 (HIPAA) and HI-TECH compliance procedures and efforts. (ref. (164.504(e)(2)) Updated by the Omnibus Ruling in Jan. 2013.

DEFINITIONS: The following terms shall have the meaning ascribed to them in this section. Other capitalized terms shall have the meaning ascribed to them in the context in which they appear.

Now, therefore, CHCC and Business Associate agree as follows:

- a. BAA shall refer to this document.
- b. Business Associate shall mean Cascade School District.
- c. Covered Entity shall mean Cascade County and the City County Health Department (CCHD).
- d. HHS Privacy Rule and references to the Rule shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
- e. Individual shall mean the person (client/patient) who is the subject of the Public Health Information, as designated in 45 C.F.R. 164.501.
- f. Protected Health Information (PHI) shall mean any individually identifiable health information provided and/or made available by CCHD to a business associate, and has the same meaning as the term "protected health information" as defined by 45 C.F.R. 164.501.
- g. Parties shall mean BUSINESS ASSOCIATE and COVERED ENTITY.
- h. Secretary shall mean the Secretary of the Dept. of Health & Human Services (HHS) and any other employee of HHS to whom the authority involved has been delegated.

Obligations of Business Partner

1. Permitted Uses and Disclosures of Health Information: Business Associate shall use and disclose PHI solely as necessary to perform its services or as required by law, provided that such use or disclosure are permitted under state and federal confidentiality laws. Business Associate shall not use or disclose PHI for any other purpose, except that if necessary, Business Associate may use PHI for the

proper management and administration of Business Associate and to carry out its legal responsibilities. (ref. (164.504(e)(4)(i)(A-B) & (e)(4)(ii) & (e)(2)(ii)(A)) Business Associate also understands that inappropriate use or disclosure of PHI can result in penalties and fines as per the HITECH Security Rule and its January 2013 Omnibus amendments.

2. Adequate Safeguards for Health Information: Business Associate warrants that it shall implement and maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including the HIPAA and all other applicable law. (ref. (164.504(e)(2)(ii)(A-B))

3. Mitigation: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. (ref. (164.530(f))

4. Reporting Non-Permitted Use or Disclosure: Business Associate shall report to the Covered Entity any unauthorized use or disclosure of PHI not provided for by the Agreement of which it becomes aware. The initial report shall be made by a written report to the Covered Entity's Privacy Officer, no later than two (2) days from the date the Business Associate becomes aware of the non-permitted use or disclosure. (ref. (164.504(e)(2)(ii)(C)) Business Associate understands that it is subject to all potential litigation, fines and penalties associated with unauthorized use or disclosure. Business Associate shall document & date all actions taken in event of such incidents and subsequently follow HIPAA Privacy Rule & HITECH Security & Breach Rule provisions regarding unauthorized disclosures.

5. Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Covered Entity. On behalf of the Covered Entity, this information will also be made available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA. (ref. 164.504(e)(2)(ii)(H))

6. Access to and Amendment of Disclosures of Health Information: Within 30 days of a request by Covered Entity, Business Associate agrees to amend, pursuant to a request by the Covered Entity, any PHI maintained, created, or received by Business Associate on behalf of the Covered Entity. As directed by the Covered Entity. (ref. (164.504(e)(2)(ii)(F, as it refers to 164.526))

7. Accounting of Disclosures: Upon the Covered Entity's request, Business Associate shall provide an accounting of each disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as required by HIPAA. Any accounting provided by the Business Associate shall include (a) the date of the disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure. Business Associate shall track and securely maintain the information for six (6) years from the date of the disclosure. (ref. (164.504(e)(2)(ii)(G) as it refers to 164.528)

8. Term and Termination: Either party may terminate this BAA with or without cause by giving thirty (30) days' prior written notice to the other party.

9. Disposition of Health Information Upon Termination or Expiration: Upon termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity and that

Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of PHI in a manner consistent with the obligations of this BAA and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of this Agreement. (ref. (164.504(e)(2)(ii)(I))

10. No Third Party Beneficiaries: There shall be no third party beneficiaries to this Agreement.

11. Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement. (ref. 164.504(e)(2)(i) (B) & (ii)(D))

12. Indemnification: Each party agrees to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this BAA or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. The parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this BAA for any reason.

13. Amendment to Comply with Law: The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Privacy Regulations and other applicable laws, relating to the security or confidentiality of PHI, like the HITECH Security Rule and its January 2013 amendments. The parties understand and agree that the Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the Covered Entity's request, Business Associate agrees to promptly enter into negotiations with the Covered Entity concerning the terms of any amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. The Covered Entity may terminate this BAA upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this BAA when requested by the Covered Entity or (b) Business Associate does not enter into an amendment to this BAA providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

14. Property Rights: The PHI shall be and remain the property of CCHD/CHCC. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified PHI, as a result of this Agreement.

15. Grounds for Breach: Any non-compliance by Business Associate of this BAA or the HHS Privacy Rule will automatically be considered Grounds for Breach, if the Business Associate failed to immediately take reasonable steps to notify CCHD and cure the non-compliance.

16. Injunctive Relief: Notwithstanding any rights or remedies provided for in this Agreement, CCHD retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

17. Binding Nature and Assignment: This contract shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign without written consent to the other, consent shall not be unreasonably withheld.

18. Notices: Whenever under this Agreement, one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States Mail, postage pre-paid and addresses as follows:

Covered Entity:
Cascade County
City County Health Department
115 4th Street S
Great Falls, MT 59401

Business Associate:
Cascade School District
321 Central Ave W
Cascade, MT 59421

19. Article Headings: The Article Headings used are for reference and convenience only and shall not enter into the interpretation of this Agreement.

20. Business Associate shall be excused from performance under this contract for any period Business Associate is prevented from performing services pursuant hereto, in whole or in part as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be grounds for termination.

21. Entire Agreement: This BAA consists of this document and constitutes the entire agreement between the Parties. There are no understandings or agreements related to this BAA which are not fully express in this BAA and no change, waiver or discharge of obligations arising under this BAA shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this BAA effective as of the date stated above.

CASCADE SCHOOL DISTRICT

Rick Miller, Superintendent

CASCADE CITY-COUNTY HEALTH DEPARTMENT

Trisha Gardner, M.Ed.
Public Health Officer

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of October, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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November 10, 2020

Contract #20-177

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-177
Agreement between CCHD and Great Falls
Central Catholic High School
for Appointment of Deputy Public Health
Officials for the Limited Purpose of COVID-19
Contact Identification, Notification, and
Quarantine

INITIATED AND PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Contract #20-177

BACKGROUND:

This agreement provides for the appointment of Deputy Public Health Officials for the limited purpose of COVID-19 contact identification, notification, and quarantine.

TERM: November 10, 2020 – until terminated

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-177

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-177, Agreement between CCHD and Great Falls Central Catholic High School for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 Contact Identification, Notification, and Quarantine

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-177, Agreement between CCHD and Great Falls Central Catholic High School for Appointment of Deputy Public Health Officials for the Limited Purpose of COVID-19 Contact Identification, Notification, and Quarantine

**Agreement for Appointment of Deputy Public Health Officials
For the Limited Purpose of COVID-19 Contact Identification, Notification, and Quarantine**

WHEREAS, Great Falls Central Catholic High School ("School") operate one high school, no middle schools, and no elementary schools, and other programs, educating over 80 students in Cascade County;

WHEREAS, Cascade County ("County") employs a County Public Health Officer ("Health Officer") who is charged with the responsibility of carrying out the purpose of the public health system, in collaboration with federal, state, and local partners;

WHEREAS, the Health Officer, pursuant to Mont. Code Ann. Section 50-2-118 shall take steps to limit contact between people in order to protect the public health from imminent threats;

WHEREAS the School and the Health Officer recognize the importance of protecting, promoting, and maintaining the health and safety of the community including the School's students and staff and together seek ways to collaborate for that purpose during the current COVID-19 pandemic;

WHEREAS, in order to fulfill her obligations under Montana law, including but not limited to those duties established in Mont. Code Ann. Section 50-2-118, the Health Officer desires the additional help and services of individuals employed by the School,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to enter into this Agreement for Appointment of Deputy Public Health Officials ("Agreement") so as to appoint certain School employees ("Deputy") to assist the Health Officer with COVID-19 contact tracing efforts as outlined hereinbelow.

The School agrees to:

- Designate certain of its employees who will be deputized as a public health official for the limited purpose of serving as liaison between the Health Officer (and/or her designee(s)) and the School;
- Receive and maintain information from the Health Officer regarding person(s) within the School known to be positive for COVID-19;
- Notify the Health Officer of any information it receives that any student or staff has tested positive for COVID-19;
- Identify the individual(s) potentially exposed to a person known by the Deputy to be positive for COVID-19. The deputies will be trained in determining who may be a "close contact" potentially exposed to COVID-19;
- Provide the Health Officer with contact information available to the School of individuals who have tested positive or who have been exposed, as requested by or identified by the Health Officer;
- Notify the staff member(s) or the parent/guardian/caretaker relative of the student(s) that they have been identified as a potential "close contact" to a person known to be positive for COVID-19 and notifying such person(s) of the obligation to be quarantined until a certain date;
- Notify the close contacts and their representatives not to discuss the case with others in any way that might compromise the privacy and security of individually identifiable health information regarding the person known to be positive for COVID-19;
- Provide the Health Officer with the names and contact information of the close contacts who received the quarantine documents, as well as dates of quarantine.

- Be available to the Health Officer, either personally or in concert with one or more other Deputies seven days per week by telephone.

The County agrees to:

- Provide training to the Deputies regarding HIPAA and other health privacy laws and how those laws apply to the services being performed by the Deputies;
- Provide training to the Deputies as to how to ascertain who is a "close contact", how to fix the dates for quarantine, how to instruct the "close contacts" regarding their obligations, and how to fill out all necessary paperwork.
- Fulfill its responsibilities as a County Health Officer, including but not limited to being available to the School seven days per week by telephone, maintaining the confidentiality of information disclosed, and providing information to the School.

The Parties further agree as follows:

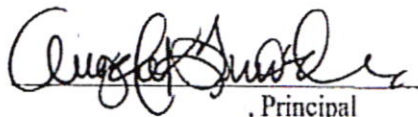
- An appointment hereunder is a part of the community response to COVID-19 and will not be applicable to any other situation unless the appointment is modified in writing by the parties hereto.
- The School agrees to provide at least one individual in its school building to serve as a Deputy. The School shall provide the Health Officer the contact information for each Deputies, including name, cell phone number and e-mail address.
- No Deputy is permanently appointed, and such appointment may be terminated in writing at any time by either party as may be deemed appropriate or necessary. In the event a Deputy's appointment is terminated the School shall provide a replacement Deputy from the terminated Deputy's school.
- In the event the school building from which a Deputy is appointed is closed as a result of COVID-19 for any period of time, the parties agree that the Deputy of such closed school building shall be relieved of duties under this Agreement until such time the school building re-opens.
- Although each Deputy remains an employee of the School while performing tasks as a Deputy of Public Health, the employee serves as a volunteer for County and is not acting in his or her role as a School employee. Neither the Deputy nor the School shall receive any compensation or remuneration of any kind from either Cascade County or the Public Health Officer for their services under this Agreement which are deemed to be that of a volunteer.
- The parties hereto shall concurrently enter into a Business Associate Agreement (BAA) which shall, upon execution, be attached hereto as Exhibit A to this Agreement. Neither the School nor any Deputy shall use or disclose any information received under their appointment, including but not limited to individually identifiable health information about persons identified to be positive for COVID-19, for any purpose other than those defined herein.
- The parties understand and agree that they are independent entities and not partners, joint ventures, employees, representatives, or agents of the other for purposes of the services to be provided pursuant to this Agreement and further that no employment relationship is created.
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indemnify the other.

- This Agreement will become effective upon the signature of the parties and will remain in effect until terminated by either party as set forth herein. Either party may terminate this Agreement with or without cause by giving five (5) days' prior written notice to the other party.

Dated this ___12___ day of October, 2020.

GREAT FALLS CENTRAL CATHOLIC HIGH SCHOOL


_____, Principal

CASCADE CITY-COUNTY HEALTH DEPARTMENT

Trisha Gardner, M.Ed.
Public Health Officer

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this _____ day of October, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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EXHIBIT A

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This BAA is entered into as part of the Covered Entity's Health Insurance Portability and Accountability Act of 1996 (HIPAA) and HI-TECH compliance procedures and efforts. (ref. (164.504(e)(2)) Updated by the Omnibus Ruling in Jan. 2013.

DEFINITIONS: The following terms shall have the meaning ascribed to them in this section. Other capitalized terms shall have the meaning ascribed to them in the context in which they appear.

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- d. HHS Privacy Rule and references to the Rule shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164.
- e. Individual shall mean the person (client/patient) who is the subject of the Public Health Information, as designated in 45 C.F.R. 164.501.
- f. Protected Health Information (PHI) shall mean any individually identifiable health information provided and/or made available by CCHD to a business associate, and has the same meaning as the term "protected health information" as defined by 45 C.F.R. 164.501.
- g. Parties shall mean BUSINESS ASSOCIATE and COVERED ENTITY.
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Obligations of Business Partner

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proper management and administration of Business Associate and to carry out its legal responsibilities. (ref. (164.504(e)(4)(i)(A-B) & (e)(4)(ii) & (e)(2)(ii)(A)) Business Associate also understands that inappropriate use or disclosure of PHI can result in penalties and fines as per the HITECH Security Rule and its January 2013 Omnibus amendments.

2. Adequate Safeguards for Health Information: Business Associate warrants that it shall implement and maintain the security and privacy of all PHI in a manner consistent with state and federal laws and regulations, including the HIPAA and all other applicable law. (ref. (164.504(e)(2)(ii)(A-B))

3. Mitigation: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. (ref. (164.530(f))

4. Reporting Non-Permitted Use or Disclosure: Business Associate shall report to the Covered Entity any unauthorized use or disclosure of PHI not provided for by the Agreement of which it becomes aware. The initial report shall be made by a written report to the Covered Entity's Privacy Officer, no later than two (2) days from the date the Business Associate becomes aware of the non-permitted use or disclosure. (ref. (164.504(e)(2)(ii)(C)) Business Associate understands that it is subject to all potential litigation, fines and penalties associated with unauthorized use or disclosure. Business Associate shall document & date all actions taken in event of such incidents and subsequently follow HIPAA Privacy Rule & HITECH Security & Breach Rule provisions regarding unauthorized disclosures.

5. Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Covered Entity. On behalf of the Covered Entity, this information will also be made available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA. (ref. 164.504(e)(2)(ii)(H))

6. Access to and Amendment of Disclosures of Health Information: Within 30 days of a request by Covered Entity, Business Associate agrees to amend, pursuant to a request by the Covered Entity, any PHI maintained, created, or received by Business Associate on behalf of the Covered Entity. As directed by the Covered Entity. (ref. (164.504(e)(2)(ii)(F, as it refers to 164.526))

7. Accounting of Disclosures: Upon the Covered Entity's request, Business Associate shall provide an accounting of each disclosure of PHI made by Business Associate or its employees, agents, representatives or subcontractors as required by HIPAA. Any accounting provided by the Business Associate shall include (a) the date of the disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure. Business Associate shall track and securely maintain the information for six (6) years from the date of the disclosure. (ref. (164.504(e)(2)(ii)(G) as it refers to 164.528)

8. Term and Termination: Either party may terminate this BAA with or without cause by giving thirty (30) days' prior written notice to the other party.

9. Disposition of Health Information Upon Termination or Expiration: Upon termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity and that

Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of PHI in a manner consistent with the obligations of this BAA and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of this Agreement. (ref. (164.504(e)(2)(ii)(I))

10. No Third Party Beneficiaries: There shall be no third party beneficiaries to this Agreement.

11. Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement. (ref. 164.504(e)(2)(i) (B) & (ii)(D))

12. Indemnification: Each party agrees to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this BAA or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulations, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. The parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this BAA for any reason.

13. Amendment to Comply with Law: The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Privacy Regulations and other applicable laws, relating to the security or confidentiality of PHI, like the HITECH Security Rule and its January 2013 amendments. The parties understand and agree that the Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the Covered Entity's request, Business Associate agrees to promptly enter into negotiations with the Covered Entity concerning the terms of any amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. The Covered Entity may terminate this BAA upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this BAA when requested by the Covered Entity or (b) Business Associate does not enter into an amendment to this BAA providing assurances regarding the safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

14. Property Rights: The PHI shall be and remain the property of CCHD/CHCC. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified PHI, as a result of this Agreement.

15. Grounds for Breach: Any non-compliance by Business Associate of this BAA or the HHS Privacy Rule will automatically be considered Grounds for Breach, if the Business Associate failed to immediately take reasonable steps to notify CCHD and cure the non-compliance.

16. Injunctive Relief: Notwithstanding any rights or remedies provided for in this Agreement, CCHD retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

17. Binding Nature and Assignment: This contract shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign without written consent to the other, consent shall not be unreasonably withheld.

18. Notices: Whenever under this Agreement, one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States Mail, postage pre-paid and addresses as follows:

Covered Entity:

Cascade County
City County Health Department
115 4th Street S
Great Falls, MT 59401

Business Associate:

Great Falls Central Catholic High School
2800 18th Ave S
Great Falls, MT 59405

19. Article Headings: The Article Headings used are for reference and convenience only and shall not enter into the interpretation of this Agreement.

20. Business Associate shall be excused from performance under this contract for any period Business Associate is prevented from performing services pursuant hereto, in whole or in part as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be grounds for termination.

21. Entire Agreement: This BAA consists of this document and constitutes the entire agreement between the Parties. There are no understandings or agreements related to this BAA which are not fully express in this BAA and no change, waiver or discharge of obligations arising under this BAA shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this BAA effective as of the date stated above.

GREAT FALLS CENTRAL CATHOLIC HIGH SCHOOL

Angel Turoski, Principal

CASCADE CITY-COUNTY HEALTH DEPARTMENT

Trisha Gardner, M.Ed.
Public Health Officer

CONTRACT

20-177

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of October, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

November 10, 2020

Contract #20-178

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-178
WIC Dietician Provider Agreement
Flathead City-County Health Department

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-178

BACKGROUND:

The agreement describes the services to be performed by Flathead City-County Health Department and CCHD WIC. Flathead City-County Health Department will provide a qualified registered dietitian, licensed in the State of Montana to provide services. CCHD WIC will compensate Flathead City-County Health Department according to the WIC Program Task Order.

TERM: October 1, 2020 – September 30, 2021

AMOUNT: \$15,462.50

RECOMMENDATION: Approval of Contract #20-178

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-178, WIC Dietician Provider Agreement, Flathead City-County Health Department

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-178, WIC Dietician Provider Agreement, Flathead City-County Health Department

WIC DIETICIAN PROVIDER AGREEMENT

This agreement constitutes a legal and binding contract between FLATHEAD CITY-COUNTY HEALTH DEPARTMENT AND WIC, hereinafter referred to as "PROVIDER" and Cascade County WIC, located at 115 4th Street South, Great Falls, Montana 59401, hereinafter referred to as "RECIPIENT".

IT IS MUTUALLY AGREED:

1. **CONTRACT:** RECIPIENT hereby engages PROVIDER to complete and perform the duties described in paragraph three (3) below.
2. **TERM:** The parties agree that the service to be performed by PROVIDER shall commence October 1, 2020 and terminate September 30, 2021, unless otherwise terminated prior pursuant to the terms of this Agreement. Services will be requested by the RECIPIENT on an as-needed basis, and provided by the PROVIDER as staff coverage will allow.
3. **DESCRIPTION OF SERVICES:** PROVIDER shall provide the following services, tasks, or work products per the WIC State Plan and Scope of Services below:

PROVIDER will provide a qualified registered dietitian, licensed in the State of Montana to provide these services:

- a. Approval, documentation and ordering of prescribed medical formula and foods for WIC participants.
 - b. Participants meeting the DPHHS definition of "high-risk" in the Montana State WIC Plan are to be scheduled for RD counseling.
 - c. Services between the PROVIDER and RECIPIENT may be in person, via telephone, via video chat with a secure connection, or other interactive and secure means of choice.
 - d. All services rendered will meet applicable standards, procedures and regulations.
4. **COMPENSATION:** The total budget amount payable as consideration for services performed under this agreement is \$15,462.50 and will be paid according to the WIC Program Task Order covering October 1, 2020 through September 30, 2021.

RECIPIENT will pay PROVIDER \$1,288.54 per month for services provided, invoiced on a quarterly basis.

5. **INDEMNIFICATION:** PROVIDER agrees to indemnify and hold RECIPIENT harmless from any liability, claims, or damages arising out of or in any way connected with PROVIDER'S performance of the work described in this agreement.

6. **INSURANCE:** PROVIDER agrees to maintain Worker's Compensation Insurance from an insurance carrier licensed to do business in the state of Montana, or to obtain an independent contractor's exemption as provided by state law.
7. **COMPLIANCE WITH LAWS:** PROVIDER agrees to comply with all federal, state, and local laws, rules and regulations. Pursuant to Sections 49-2-303 and 49-3-207, MCA, no part of this Agreement shall be performed in a manner which discriminates against any person on the basis of race, color, religious, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular occupations being filled.
8. **CONFIDENTIALITY:** The use of disclosure, by any party, of any information concerning a WIC client in violation of any rule of confidentiality, or for any purpose not directly connected with the administration of the PROVIDER'S or the RECIPIENT'S responsibility with respect to services hereunder, is prohibited, except on written consent of the client, or the client's legal or court appointed guardian.
9. **ASSIGNMENT:** The Parties agree there will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both Parties agree in writing. The Parties agree that no services required under this Agreement may be performed under subcontract unless both Parties agree in writing.
10. **ATTORNEY FEES:** The parties shall be responsible for their own costs and fees in the event of litigation to enforce the terms of this Agreement.
11. **INDEPENDENT CONTRACTORS:** The parties hereto are independent contractors. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party.
12. **TERMINATION:** Either party may terminate this agreement upon thirty (30) days written notice to the other party, at the address provided for herein. If this agreement is terminated prior to completion, the RECIPIENT shall be responsible for paying the PROVIDER for completed and accepted work and billed to the RECIPIENT within thirty (30) days of termination

13. MODIFICATION: This Agreement may not be amended, except in writing signed by the parties hereto.

14. LIAISONS:

PROVIDER:

Program Liaison:

Jeannine Lund (406)751-8172, jlund@flathead.mt.gov or her successor.

Fiscal Liaison:

Kirk Zander (406) 751-8104 kzander@flathead.mt.gov or his successor.

RECIPIENT:

Jo-Viviane Jones (406)791-9262, jjones@cascadecountymt.gov, located at 115 4th Street South, Great Falls, MT 59401 or her successor.

To express the Parties' intent to be bound by the terms of this contract, they have executed this document on the dates set out below:

RECIPIENT

Date

BY: _____
Jo-Viviane Jones
Family Health Services Division Manager
Cascade City-County Health Department
115 4th Street South
Great Falls, MT 59401

PROVIDER

Date

BY: _____
Kerry Nuckles, Deputy Health Officer
Flathead City-County Health Department
1035 1st Avenue West
Kalispell, MT 59901

CONTRACT

20-178

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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November 10, 2020

Contract #20-179

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-179
FICMMR –MOU
Toole County

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-179

BACKGROUND:

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

TERM: September 9, 2020 – September 8, 2021

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-179

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-179, FICMMR – MOU Toole County

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-179, FICMMR – MOU Toole County



Memorandum of Understanding Fetal, Infant, Child, & Maternal Mortality Review & Prevention Team (FICMMR) BETWEEN

Cascade County

(Review County)

AND

Toole County

(Referral County)

Agreement to be effective 9/9/2020, reviewed and updated annually.
(Insert current date)

GOAL:

To reduce the number of preventable deaths in counties who don't have a Fetal, Infant, Child, and Maternal Mortality Review Team by establishing a working relationship with these counties, reviewing FICMMR-age deaths from these counties, and identifying best practice prevention recommendations and or initiatives on deaths deemed preventable.

PRINCIPLES:

1. Both counties are of equal status.
2. Services provided by Cascade County established FICMMR Team (known as the Review County) will be coordinated in a collaborative manner with the neighboring county Toole County known as Referral County.
3. ***Determining preventability and applying information gained from reviews to reduce preventable deaths is the primary purpose of the FICMMR team.***
4. Respect for the autonomy of all member agencies, their policies and procedures will be maintained.

FUNDING/ADMINISTRATION:

5. It is understood that reimbursement for review services is as follows (***If none, state none***):
None
6. The Cascade County (Review County) will review fetal, infant, child and maternal deaths occurring in Toole County (Referral County). State statute defines a fetus as 350 grams of weight or higher.

7. The Toole County (**Select 1: Review or Referral County**) will secure and review pertinent medical records and reports needed for a review, prepare, then present the case to the Review team.
8. Once review is complete, Toole County (**Select 1: Review or Referral County**) will enter all death data into the National Center for Fatality Review and Prevention Database System.
9. For Maternal Deaths, the Toole County (**Select 1: Review or Referral County**) will complete the Maternal Mortality Report Case Report form electronically (pdf fillable) and send to the state via the Secure File Transfer System through e-PASS.

STATEMENT of COOPERATION:

10. When a death is deemed preventable, **both** counties agree to build-in sufficient meeting time in order to discuss and identify a best practice prevention recommendation and/or initiative to reduce preventable deaths in Referral County.
11. Pledge to hold any received information confidential and be willing to sign the Team Confidentiality Sign-In sheet at all reviews attended.

REQUIRED SIGNATURES:

Referral County:

BTomscheckRN

Signature

9/9/2020

Date

Print Name/Title: Blair Tomscheck RN

Agency Name: Toole County Health Dept

Full address: 402 1st St South, Shelby MT, 59474

Phone & Email: 406-424-5169 btomscheck@toolecountymt.gov

Reviewing County:

Signature

Date

Print Name/Title: J. Viviane Jones / Family Health Services Division

Agency Name: Full Cascade City County Health Department

Address: 115 4th Street South
Great Falls, MT 59401

Phone & Email: 406.791.9262 jjones@cascapecountymt.gov

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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November 10, 2020

Contract #20-180

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-180
FICMMR –MOU
Teton County

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-180

BACKGROUND:

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

TERM: September 15, 2020 – September 14, 2021

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-180

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-180, FICMMR – MOU Teton County

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-180, FICMMR – MOU Teton County

CONTRACT

20-180



MONTANA
FETAL, INFANT, CHILD &
MATERNAL MORTALITY REVIEW

Memorandum of Understanding Fetal, Infant, Child, & Maternal Mortality Review & Prevention Team (FICMMR) BETWEEN

Cascade City-County Health Department

(Review County)

AND

Teton County Health Department

(Referral County)

Agreement to be effective 9/15/2020, reviewed and updated annually.
(Insert current date)

GOAL:

To reduce the number of preventable deaths in counties who don't have a Fetal, Infant, Child, and Maternal Mortality Review Team by establishing a working relationship with these counties, reviewing FICMMR-age deaths from these counties, and identifying best practice prevention recommendations and or initiatives on deaths deemed preventable.

PRINCIPLES:

1. Both counties are of equal status.
2. Services provided by Cascade City-County Health Dept. established FICMMR Team (known as the Review County) will be coordinated in a collaborative manner with the neighboring county Teton County Health Department known as Referral County.
3. ***Determining preventability and applying information gained from reviews to reduce preventable deaths is the primary purpose of the FICMMR team.***
4. Respect for the autonomy of all member agencies, their policies and procedures will be maintained.

FUNDING/ADMINISTRATION:

5. It is understood that reimbursement for review services is as follows (*If none, state none*):
None
6. The Cascade City-County Health Dept. (*Review County*) will review fetal, infant, child and maternal deaths occurring in Teton County (*Referral County*). State statute defines a fetus as 350 grams of weight or higher.

7. The Teton County Health Dept. (*Select 1: Review or Referral County*) will secure and review pertinent medical records and reports needed for a review, prepare, then present the case to the Review team.
8. Once review is complete, Teton County Health Dept. (*Select 1: Review or Referral County*) will enter all death data into the National Center for Fatality Review and Prevention Database System.
9. For Maternal Deaths, the Teton County Health Dept. (*Select 1: Review or Referral County*) will complete the Maternal Mortality Report Case Report form electronically (pdf fillable) and send to the state via the Secure File Transfer System through e-PASS.

STATEMENT of COOPERATION:

10. When a death is deemed preventable, **both** counties agree to build-in sufficient meeting time in order to discuss and identify a best practice prevention recommendation and/or initiative to reduce preventable deaths in Referral County.
11. Pledge to hold any received information confidential and be willing to sign the Team Confidentiality Sign-In sheet at all reviews attended.

REQUIRED SIGNATURES:

Referral County:


Signature

9/15/20
Date

Print Name/Title: Melissa Moyer, MPH

Agency Name: Teton County Health Department

Full address: 905 4th Street, NW

Choteau, MT 59422

Phone & Email: 406.466.2562 health@tetonmt.org

Reviewing County:


Signature

21 OCT 2020
Date

Print Name/Title: Jo-Viviane Jones

Agency Name: Full Cascade City-County Health Department

Address: 115 4th Street South

Great Falls, MT 59401

Phone & Email: 406.791.9262 jjones@cascadecountymt.gov

CONTRACT

20-18

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

November 10, 2020

Contract #20-181

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-181
FICMMR –MOU
Meagher County

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-181

BACKGROUND:

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

TERM: September 16, 2020 – September 15, 2021

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-181

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-181, FICMMR – MOU Meagher County

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-181, FICMMR – MOU Meagher County

copy to the DHS to
signatures

CONTRACT
20-181



MONTANA
FETAL, INFANT, CHILD &
MATERNAL MORTALITY REVIEW

Memorandum of Understanding Fetal, Infant, Child, & Maternal Mortality Review & Prevention Team (FICMMR)

BETWEEN

Cascade County

(Review County)

AND

Meagher County

(Referral County)

Agreement to be effective 9/16/2020, reviewed and updated annually.
(Insert current date)

GOAL:

To reduce the number of preventable deaths in counties who don't have a Fetal, Infant, Child, and Maternal Mortality Review Team by establishing a working relationship with these counties, reviewing FICMMR-age deaths from these counties, and identifying best practice prevention recommendations and or initiatives on deaths deemed preventable.

PRINCIPLES:

1. Both counties are of equal status.
2. Services provided by Cascade established FICMMR Team (known as the Review County) will be coordinated in a collaborative manner with the neighboring county Meagher known as Referral County.
3. *Determining preventability and applying information gained from reviews to reduce preventable deaths is the primary purpose of the FICMMR team.*
4. Respect for the autonomy of all member agencies, their policies and procedures will be maintained.

FUNDING/ADMINISTRATION:

5. It is understood that reimbursement for review services is as follows (If none, state none):
None
6. The Cascade (Review County) will review fetal, infant, child and maternal deaths occurring in Meagher (Referral County). State statute defines a fetus as 350 grams of weight or higher.

7. The Meagher (Select 1: Review or Referral County) will secure and review pertinent medical records and reports needed for a review, prepare, then present the case to the Review team.
8. Once review is complete, Meagher (Select 1: Review or Referral County) will enter all death data into the National Center for Fatality Review and Prevention Database System.
9. For Maternal Deaths, the Meagher (Select 1: Review or Referral County) will complete the Maternal Mortality Report Case Report form electronically (pdf fillable) and send to the state via the Secure File Transfer System through e-PASS.

STATEMENT of COOPERATION:

10. When a death is deemed preventable, both counties agree to build-in sufficient meeting time in order to discuss and identify a best practice prevention recommendation and/or initiative to reduce preventable deaths in Referral County.
11. Pledge to hold any received information confidential and be willing to sign the Team Confidentiality Sign-In sheet at all reviews attended.

REQUIRED SIGNATURES:

Referral County:

E Kerr RN 9/16/2020
Signature Date

Print Name/Title: Eva Kerr, RN Public Health Director

Agency Name: Meagher County Health Department

Full address: PO Box 309, White Sulphur Springs, MT
59645

Phone & Email: 406-547-3234 ekerr@meagher.co.net

Reviewing County:

[Signature] 21 OCT 2020
Signature Date

Print Name/Title: B-Viviane Jones/Family Health Services

Agency Name: Full Cascade City County Health Department

Address: 115 4th Street South
Great Falls MT 59404

Phone & Email: 406-761-9262 jones@cascadecountymt.gov

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

CONTRACT

20-181

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

November 10, 2020

Contract #20-182

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-182
FICMMR –MOU
Chouteau County

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-182

BACKGROUND:

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

TERM: October 7, 2020 – October 6, 2021

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-182

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-182, FICMMR – MOU Chouteau County

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-182, FICMMR – MOU Chouteau County



Memorandum of Understanding

Fetal, Infant, Child, & Maternal Mortality Review & Prevention Team (FICMMR)

BETWEEN

Cascade County
(Review County)

AND

Chouteau County
(Referral County)

Agreement to be effective 10-07-2020, reviewed and updated annually.
(Insert current date)

GOAL:

To reduce the number of preventable deaths in counties who don't have a Fetal, Infant, Child, and Maternal Mortality Review Team by establishing a working relationship with these counties, reviewing FICMMR-age deaths from these counties, and identifying best practice prevention recommendations and or initiatives on deaths deemed preventable.

PRINCIPLES:

- Both counties are of equal status.
- Services provided by Cascade County established FICMMR Team (known as the Review County) will be coordinated in a collaborative manner with the neighboring county Chouteau County known as Referral County.
- Determining preventability and applying information gained from reviews to reduce preventable deaths is the primary purpose of the FICMMR team.**
- Respect for the autonomy of all member agencies, their policies and procedures will be maintained.

FUNDING/ADMINISTRATION:

- It is understood that reimbursement for review services is as follows (If none, state none):
None
- The Cascade County (Review County) will review fetal, infant, child and maternal deaths occurring in Chouteau County (Referral County). State statute defines a fetus as 350 grams of weight or higher.

7. The Chouteau County (Select 1: Review or Referral County) will secure and review pertinent medical records and reports needed for a review, prepare, then present the case to the Review team.
8. Once review is complete, Chouteau County (Select 1: Review or Referral County) will enter all death data into the National Center for Fatality Review and Prevention Database System.
9. For Maternal Deaths, the Chouteau County (Select 1: Review or Referral County) will complete the Maternal Mortality Report Case Report form electronically (pdf fillable) and send to the state via the Secure File Transfer System through e-PASS.

STATEMENT of COOPERATION:

10. When a death is deemed preventable, **both** counties agree to build-in sufficient meeting time in order to discuss and identify a best practice prevention recommendation and/or initiative to reduce preventable deaths in Referral County.
11. Pledge to hold any received information confidential and be willing to sign the Team Confidentiality Sign-In sheet at all reviews attended.

REQUIRED SIGNATURES:

Referral County:

Angel Johnson 10-7-2020
Signature Date

Print Name/Title: Angel Johnson Public Health Nurse

Agency Name: Chouteau County Health Dept

Full address: 1020 13th Street
Fort Benton MT. 59442

Phone & Email: 406 622 3771 angjohnson@mt.gov

Reviewing County:

J Jones 21 OCT 2020
Signature Date

Print Name/Title: J-Viviane Jones / Family Health Services Division

Agency Name: Full 115 4th Street South

Address: Great Falls, MT 59404
Cascade City County Health Department

Phone & Email: 406.761.9262 jjones@cascoadecountymt.gov

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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November 10, 2020

Contract #20-183

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:

Contract 20-183
FICMMR –MOU
Pondera County

INITIATED AND PRESENTED BY:

Trisha Gardner,
Health Officer

ACTION REQUESTED:

Approval of Contract #20-183

BACKGROUND:

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

TERM:

September 16, 2020 – September 15, 2021

AMOUNT:

n/a

RECOMMENDATION:

Approval of Contract #20-183

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-183, FICMMR – MOU
Pondera County

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-183, FICMMR – MOU
Pondera County



Memorandum of Understanding
Fetal, Infant, Child, & Maternal Mortality Review & Prevention Team (FICMMR)
BETWEEN
CASCADE COUNTY

 (Review County)
AND
PONDERA COUNTY

 (Referral County)

Agreement to be effective 9/16/2020, reviewed and updated annually.
 (Insert current date)

GOAL:

To reduce the number of preventable deaths in counties who don't have a Fetal, Infant, Child, and Maternal Mortality Review Team by establishing a working relationship with these counties, reviewing FICMMR-age deaths from these counties, and identifying best practice prevention recommendations and or initiatives on deaths deemed preventable.

PRINCIPLES:

1. Both counties are of equal status.
2. Services provided by Cascade County established FICMMR Team (known as the Review County) will be coordinated in a collaborative manner with the neighboring county Pondera County known as Referral County.
3. ***Determining preventability and applying information gained from reviews to reduce preventable deaths is the primary purpose of the FICMMR team.***
4. Respect for the autonomy of all member agencies, their policies and procedures will be maintained.

FUNDING/ADMINISTRATION:

5. It is understood that reimbursement for review services is as follows (*If none, state none*):
none
6. The Cascade County (Review County) will review fetal, infant, child and maternal deaths occurring in Pondera (Referral County). State statute defines a fetus as 350 grams of weight or higher.

7. The referral County (Pondera) (*Select 1: Review or Referral County*) will secure and review pertinent medical records and reports needed for a review, prepare, then present the case to the Review team.
8. Once review is complete, referral County (Pondera) (*Select 1: Review or Referral County*) will enter all death data into the National Center for Fatality Review and Prevention Database System.
9. **For Maternal Deaths**, the referral County (Pondera) (*Select 1: Review or Referral County*) will complete the Maternal Mortality Report Case Report form electronically (pdf fillable) and send to the state via the Secure File Transfer System through e-PASS.

STATEMENT of COOPERATION:

10. When a death is deemed preventable, **both** counties agree to build-in sufficient meeting time in order to discuss and identify a best practice prevention recommendation and/or initiative to reduce preventable deaths in Referral County.
11. Pledge to hold any received information confidential and be willing to sign the Team Confidentiality Sign-In sheet at all reviews attended.

REQUIRED SIGNATURES:

Referral County:

Nicki Sullivan 10/8/2020
Signature *Date*

Print Name/Title: Nicki Sullivan

Agency Name: Pondera County Health Department

Full address: 311 South Virginia St. Suite 1
Conrad, MT 59425

Phone & Email: 406-271-3247 nurse@ponderacounty.org

Reviewing County:

J. Viviane Jones 21 OCT 2020
Signature *Date*

Print Name/Title: J. Viviane Jones / Family Health Services

Agency Name: Full Cascade City County Health Department

Address: 115 4th Street South
Great Falls, MT 59401

Phone & Email: 406.791.9262 jones@cascadecountymt.gov

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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November 10, 2020

Contract #20-184

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-184
FICMMR –MOU
Glacier County

INITIATED AND PRESENTED BY: Trisha Gardner,
Health Officer

ACTION REQUESTED: Approval of Contract #20-184

BACKGROUND:

The purpose of this MOU is to establish and maintain a working partnership with the public health departments requesting assistance reviewing fetal, infant, child and maternal deaths that occur in their county.

TERM: September 18, 2020 – September 17, 2021

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-184

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-184, FICMMR – MOU
Glacier County

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-184, FICMMR – MOU
Glacier County



Memorandum of Understanding Fetal, Infant, Child, & Maternal Mortality Review & Prevention Team (FICMMR) BETWEEN

Cascade County
(Review County)

AND

Glacier County
(Referral County)

Agreement to be effective 9/18/20, reviewed and updated annually.
(Insert current date)

GOAL:

To reduce the number of preventable deaths in counties who don't have a Fetal, Infant, Child, and Maternal Mortality Review Team by establishing a working relationship with these counties, reviewing FICMMR-age deaths from these counties, and identifying best practice prevention recommendations and or initiatives on paths deemed preventable.

PRINCIPLES:

1. Both counties are of equal status.
2. Services provided by Cascade County established FICMMR Team (known as the Review County) will be coordinated in a collaborative manner with the neighboring county Glacier County known as Referral County.
3. *Determining preventability and applying information gained from reviews to reduce preventable deaths is the primary purpose of the FICMMR team.*
4. Respect for the autonomy of all member agencies, their policies and procedures will be maintained.

FUNDING/ADMINISTRATION:

5. It is understood that reimbursement for review services is as follows (*if none, state none*):
none
6. The Cascade County (Review County) will review fetal, infant, child and maternal deaths occurring in Glacier County (Referral County). State statute defines a fetus as 350 grams of weight or higher.

7. The Glacier County (Select 1: Review or Referral County) will secure and review pertinent medical records and reports needed for a review, prepare, then present the case to the Review team.
8. Once review is complete, Glacier County (Select 1: Review or Referral County) will enter all death data into the National Center for Fatality Review and Prevention Database System.
9. For Maternal Deaths, the Glacier County (Select 1: Review or Referral County) will complete the Maternal Mortality Report Case Report form electronically (pdf fillable) and send to the state via the Secure File Transfer System through e-PASS.

STATEMENT of COOPERATION:

10. When a death is deemed preventable, both counties agree to build-in sufficient meeting time in order to discuss and identify a best practice prevention recommendation and/or initiative to reduce preventable deaths in Referral County.
11. Pledge to hold any received information confidential and be willing to sign the Team Confidentiality Sign-In sheet at all reviews attended.

REQUIRED SIGNATURES:

Referral County:

Jenny Krapf 9.18.20
Signature Date

Print Name/Title: Jenny Krapf, Director

Agency Name: Glacier County Health Department

Full address: 1210 E. Main St
Cut Bank, MT 59427

Phone & Email: (406) 873-2924 jkrapf@glaciercountymt.org

Reviewing County:

[Signature] 10/21/2020
Signature Date

Print Name/Title: J-Viviane Jones / Family Health Services

Agency Name: Full Cascade City County Health Department

Address: 115 4th Street South
Great Falls, MT 59404

Phone & Email: 406-791-9262 jjones@cascadecountymt.gov

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of
James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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November 10, 2020

AGENDA # 1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Hearing for the Staff Report for Preliminary Plat Approval for River Bend Estates III Major Subdivision
INITIATED BY	Rick & Judy Higgins, Higgins Enterprises LTD
SUBJECT	Major Subdivision Preliminary Plat, River Bend Estates III, located in SW ¼ Section 34, Township 20 North, Range 3 East, P.M.M. Cascade County, Montana. Parcel Number: 0002019130 and Geocode: 02-3015-34-3-01-01-0000
EXISTING ZONING	Suburban Residential 2 (SR2)
ACTION REQUESTED	Preliminary Plat Approval of River Bend Estates III Major Subdivision
PURPOSE	To create twelve (12) residential lots, one (1) parkland lot, one (1) utility lot for Fire Suppression, one (1) lot in the Special Flood Hazard Area to be rezoned Open Space, and one remaining tract of land
SURROUNDING LAND USES:	North: Undeveloped South: Missouri River East: Undeveloped West: Single Family Residential
RECOMMENDATION	Preliminary Plat Approval of River Bend Estates III Major Subdivision
PRESENTED BY	Sandor Hopkins, Planner



4600 Giant Springs Road
Great Falls, MT 59405
10/15/2020

Sandor Hopkins
Cascade County Planner
121 4th St. N, Suite 2 H/I
Great Falls, MT 59401

RE: River Bend Estates Phase III

Mr. Hopkins,

Montana Fish, Wildlife and Parks (FWP) thanks you for the opportunity to comment on the Riverbend Estates proposed subdivision south of Great Falls.

The Missouri River offers some of the best fish and wildlife habitat in Montana. It also provides one of the largest wildlife corridors in the state. Human caused development continues to alter these fish and wildlife habitats. These disturbances reduce the occurrence of sensitive plant and animal species while at the same time create human-wildlife conflicts. Developed residential lots with introduced plant species can improve food and cover for wildlife and provide security from natural predators which allow populations to grow and thrive.

While FWP recognizes development is inevitable and these specific plans are part of a long-term effort to improve the quality of life in Cascade County, we recommend the following measures:

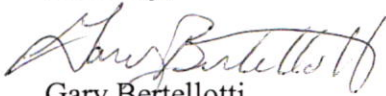
- Please strongly consider promoting the development of an urban deer management plan for this and nearby subdivisions. As development persists, hunting becomes infeasible due to weapon safety concerns. Hunting is FWP's primary tool for managing wildlife populations. Development severely reduces and even eliminates this tool. Increased wildlife populations cause property damage, increase human-safety risks due to vehicle collisions, distracted driving, direct wildlife interactions, and even zoonotic disease transmission.
- FWP has developed recommendations for buildings and subdivisions near waterbodies that include (1) apply a total building setback of at least 300 feet, including a minimum of 250 feet of vegetated buffer, plus an additional 50 feet of building setback and (2) avoid disturbing native vegetation within this buffer (Use of Building Setbacks in the Water Body Standards: <http://fwp.mt.gov/fishAndWildlife/livingWithWildlife/buildingWithWildlife/subdivisionRecommendations/>). Lots 25 and 26 are within 300 feet of the Missouri River and it would be more appropriate to rezone them as Open Space (like Lot 26A).
- Based on aerial photography it appears an intermittent drainage, likely to support wetlands, is present along the eastern border of the planned subdivision. What is the width of the

Parkland Lot? FWP recommends a total building setback of 200 feet from perennial streams to avoid disturbance and preservation of existing riparian habitat. If the Parkland lot is \geq 200m it would serve as a buffer between wetlands and adjacent lots. Any disturbance of wetlands would fall under the jurisdiction of the Army Corps of Engineers.

- If subsequent phases of development are planned that include waterfront property, we recommend planning for one community boat ramp to prevent disturbance to the banks of the Missouri River caused by multiple landowners developing boat ramps.
- Please consider the cumulative impact of potential increased nutrient contribution to the Missouri River. The Missouri River already has a high nutrient load from upstream development and agricultural activities. As development increases along the river corridor, a developed and disturbed/manicured river corridor and aging septic systems, cumulatively will likely contribute to the problem of increased nutrients. The use of BMP's including setbacks and buffers can help minimize nutrification.
- Consider and address the cumulative impacts of subdivisions and development. Although this proposal is for a "smaller" subdivision compared to some, the project is phase 3 of and unknown number of phases and contributes to the overall loss of fish and wildlife habitats along the Missouri River.

While FWP recognizes the constraints and challenges local governments face on a day to day basis in an effort to promote the health and welfare of their citizens and communities; we also recognize that FWP is available to provide information and recommendations when improvements can be made. Please consider these comments and concerns in your assessment. Feel free to contact me if you have additional questions.

Sincerely,



Gary Bertellotti
Region 4 Supervisor

Enclosure:

Polfus, J. L. 2011. Literature review and synthesis on the effects of residential development on ungulate winter range in the Rocky Mountain West. Report prepared for Montana Fish, Wildlife and Parks. Helena, MT.



CASCADE COUNTY PLANNING DEPARTMENT

"Working Together to Provide Efficient and Effective Public Service"

CASCADE BOARD OF COUNTY COMMISSIONERS

DEPARTMENT: Cascade County Planning Department Report and Recommendations

REGARDING: Commissioner's Public Hearing on November 10, 2020

SUBJECT: Major Subdivision Preliminary Plat of River Bend Estates III, located in the SW ¼ of Section 34, Township 20 N., Range 3 E., P.M.M. Cascade County, Montana

PRESENTED BY: Sandor Hopkins, Planner/Subdivision Administrator

GENERAL INFORMATION

Applicants/Owners: Rick and Judy Higgins, Higgins Enterprises LTD

Property Location: Parcel #0002019130, Geocode 02-3015-3-3-01-01-0000, S34, T20 N, R03 E, Tract of Record 6 of CoS #5119 & Tract of Record 1A of CoS #5179 Less Plat 2019-27 & Plat 2019-44

Existing Zoning: Suburban Residential 2 ("SR-2")

Requested Action: Subdivision Review

Purpose: To create twelve (12) residential lots, one (1) parkland lot, one (1) utility lot for Fire Suppression, one (1) lot in the Special Flood Hazard Area to be rezoned Open Space, and one remaining tract of land.

Existing Land Use: The existing land is undeveloped grazing and fallow land with the exception of the proposed utility lot which currently holds the structure containing the subdivision's fire suppression system

Surrounding Land Uses: North: Residential/Undeveloped
East: Undeveloped
South: Undeveloped/Missouri River
West: Residential

121 4th St. N, STE 2H/I, Great Falls, MT 59401

Phone: (406)-454-6905 | Fax: 406-454-6919 | Email: planningcomments@cascadecountymt.gov
<http://www.cascadecountymt.gov/departments/public-works/planning>

SPECIAL INFORMATION

1. The County Commission is in receipt of a Preliminary Plat Application (“Application”) from Rick & Judy Higgins dba Higgins Enterprises, LTD.
2. Attached is a copy of the Major Preliminary Plat, which will subdivide 115.12 acres into twelve (12) residential lots, Lots 25-36; one (1) parkland lot; one (1) utility lot for fire suppression, Lot 33A; one (1) lot in the Special Flood Hazard Area, Lot 26A, to be rezoned Open Space; and one remaining tract of land.
3. Lot 33A, the utility lot, is 0.40 acres, which is below the minimum 2-acre lot requirement of the Suburban Residential 2 (SR-2) zoning District. The utility lot is not exempt from review pursuant to CCSR § 9.2(H) as it is not a “public utility” as defined under the MSPA or MCA § 69-3-101(2)(a), which explicitly excludes from the term “privately owned and operated water, sewer, or water and sewer systems that do not serve the public.” Condition #21 is proposed to address this requirement.
4. Pursuant to MCA § 76-3-605, a public hearing is required for this major subdivision.
5. There are no delinquent taxes on this property.
6. An Environmental Assessment is required pursuant to MCA § 76-3-603(1)(a), and is included in the Application.
7. The project lies inside of the Outer Horizontal Surface Military Overlay District (“MOD-F”), which prohibits development of structures over 500 feet in height pursuant to Cascade County Zoning Regulations (“CCZR”) § 16. This height limit is based on the elevation of the helicopter runway at Malmstrom (3,526 feet). The highest point of this subdivision is approximately 3,425 feet. Condition #20 has been proposed to address this requirement.
8. One lot will be created in the Special Flood Hazard Area. An established Base Flood Elevation of 3334.7 (NAVD 88) has been used to delineate the boundary of the floodplain and the lot in this area. This lot is required to be rezoned to Open Space pursuant to Cascade County Subdivision Regulations (“CCSR”) § 10-14(A). The Cascade County Zoning Change Application is included in the Application.
9. Legal notice of the Planning Board public hearing regarding this proposed subdivision was sent to surrounding property owners on October 1, 2020, and appeared in the Great Falls Tribune on October 4, 2020, and October 11, 2020. Legal notice of the Commission public hearing regarding this proposed subdivision was sent to surrounding property owners on October 23, 2020, and appeared in the Great Falls Tribune on October 25, 2020, and November 1, 2020.
10. Interested Agencies were provided with notification letters and a request for comments on October 1, 2020. Cascade County GIS Division provided comment that the proposed road name “Badger Drive” is too similar to the name “Badger Way” in the City of Great Falls and



should be changed for emergency purposes. The Applicant is aware of this and has proposed “Higgins Lane” as an alternative road name. The Montana Department of Transportation and the Cascade County Road & Bridge Division declined to provide comment on this subdivision. A copy of all agency correspondence has been attached to this Staff Report.

11. Access to the proposed subdivision will be granted by an internal private road system and an additional road, Higgins Lane, that connect to Flood Road and Fox Farm Road.
12. The Applicant’s Traffic Impact Study estimates that when fully developed, this subdivision will generate an additional 118 trips per day. The area of most significant impact is anticipated to be Flood Road. According to the 2014 Great Falls Area Long Range Transportation Plan, the theoretical roadway capacity of Flood Road is 12,000 vehicles per day and the average annual daily traffic is 1,405 trips. Based on these numbers and the Applicant’s Traffic Impact Study, Flood Road has adequate capacity to handle the traffic generated from this subdivision.
13. Park land dedication is a requirement of this proposed subdivision. The twelve (12) proposed residential lots between one (1) and three (3) acres total 25.68 acres. The Applicant is required to dedicate parkland to 5% of the residential area, calculated as 1.284 acres. The Applicant proposed a 1.69-acre park lot.
14. The proposed subdivision will receive law enforcement services from the Cascade County Sheriff’s Department and fire protection services from the Gore Hill Volunteer Fire Department. Response time will be dictated by weather and road conditions.
15. According to the Community Fire Plan Wildland-Urban Interface for Cascade County and Dearborn Fire District, Lewis and Clark County, the property is designated as Low to Moderate Terrain/Fuel Hazard. According to the Applicant’s Wild land Fire Risk and Hazard Severity Assessment Form, the Property is considered a low hazard. Previous stages of the River Bend Estates Development have included the installation of a fire suppression cistern on site that serves as the fire protection source. The Applicant installed a 64,000 gallon storage tank and a will create a dedicated utility lot with this subdivision for the fire suppression facility, well, and gravel turn-around, to accommodate the previous River Bend Estates subdivisions and the currently proposed subdivision. The storage capacity of the fire suppression system will meet Cascade County’s capacity standard of 10,000 gallons minimum + 500 gallons per lot. The fire suppression cistern has 16,000 gallons of capacity each for River Bend Estates I, II, & III, and 16,000 gallons of excess capacity.
16. The property to be subdivided is currently assessed as part of the Fox Farm Rural Special Improvement District (RSID). Based on the boundaries of the RSID, Lot 36 and the remaining tract will be included in the RSID, Lots 25-35 will be removed from the assessment area. Attached is Resolution 16-48 with Exhibit A showing the boundaries of the RSID.
17. The Cascade County Planning Board recommended approval of the Preliminary Plat on October 20, 2020 with a vote of 6-0 and recommended modification of the Staff proposed Condition #21 to consider the Applicant’s proposal to include Lot 33A as dedicated park land.



18. Pursuant to the Cascade County Subdivision Regulations § 10-12(C) and Montana Code Annotated § 76-3-621(4), the Board of County Commissioners, in consultation with the Applicant and the Planning Board or park board, may determine suitable locations for parkland.
19. Lot 33A is not suitable for parkland as it is .4-acres that are not contiguous with any other parkland in the proposed subdivision, and has a 32' x 42' utility building with an attached 17' x 42' lean-to on the proposed lot, which is neither used for recreational use nor preserving open space to provide for long-term protection of critical wildlife habitat, cultural, historical, or natural resources, agricultural interests, or aesthetic values.

CONCLUSION

This proposed subdivision will meet the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations if approved as conditioned.

RECOMMENDATIONS

The following motions are provided for the Board's consideration:

"I move that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, **deny**, a major subdivision, a Preliminary Plat of River Bend Estates III and associated zoning map amendment for Lot 26A;

or

"I move that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact and **approve**, a major subdivision, a Preliminary Plat of River Bend Estates III, and associated zoning map amendment for Lot 26A pursuant to Section 10-14(A) of the Cascade County Subdivision Regulations, subject to the following conditions:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (MCA § 76-3-612).
4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way and common areas created by and indicated on the subdivision plat.
5. Causing to be recorded in conjunction with the final plat Homeowners' Association documents



with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat.

6. Causing to be recorded on the plat a statement concerning limited public services.
7. Pursuant to MCA § 7-22-2152, submitting a written plan to the Cascade County Weed Board specifying the methods for weed management procedures with regards to this development.
8. Causing to be recorded on the plat an Agricultural Notification statement.
9. A delineated numbered lot dedicated to parkland and the homeowners' association, no smaller than 1.284 acres, or 1.69 acres as shown on the preliminary plat.
10. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of Flood Road, or any county road in the vicinity used to access the major subdivision, River Bend Estates III, or any other road that can be used to access these lots as determined by Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This waiver shall expire 20 years after the date the final plat is filed with Cascade County. This statement of waiver shall be placed on the final plat.
11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.
12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads.
13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations.
14. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat.
15. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County.
16. A fire suppression cistern with a capacity of 64,000 installed on-site, properly maintained and equipped with the proper appurtenances and approved for use by the Gore Hill Volunteer Fire



Department.

17. The Homeowners' Association shall be responsible for the continual maintenance of the equipment and approach to the fire suppression cistern, subject to adequate inspections by the Fire Chief of the Gore Hill Volunteer Fire Department to insure the equipment is being properly maintained.
18. MDEQ approval for the proposed site grading and drainage and stormwater conveyance system shall be submitted prior to final plat approval. Additionally, final engineering plans, stamped by a professional engineer in the State of Montana, shall be submitted to the Cascade County Planning Department with the final plat submittal.
19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.
20. The inclusion in the covenants of the Outer Horizontal Surface Military Overlay District-F ("MOD-F") height restrictions limiting structures within the subdivision to no greater than 500 feet in height, unless a variance is approved by the Zoning Board of Adjustment.
21. The Applicant and Planning Department shall reach an agreement regarding Lot 33A that meets the Cascade County Subdivision and Zoning Regulations.

Attachments: Findings of Fact

Reduced Copy of Preliminary Plat

Interested Agency Comments

Fox Farm RSID Map

cc: Rick and Judy Higgins, Higgins Enterprises LTD
Jason Crawford, Triple Tree Engineering
Carey Ann Haight, Chief Civil County Deputy Attorney





CASCADE COUNTY PLANNING DEPARTMENT

"Working Together to Provide Efficient and Effective Public Service"

FINDINGS OF FACT

MAJOR SUBDIVISION PRELIMINARY PLAT OF RIVER BEND ESTATES PHASE III, BEING A TRACT OF LAND LEGALLY DESCRIBED AS TRACT OF RECORD 6 OF COS #5119 & TRACT OF RECORD 1A OF COS #5179 LS PLAT 2019-27 & PLAT 2019-44, SITUATED IN SECTION 34, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA

The Application requesting preliminary plat approval for River Bend Estates III, a major subdivision, was received on August 6, 2020. The submittal was determined to contain all required components sufficient for adequate public review on October 6, 2020. A public hearing was held before the Cascade County Planning Board on October 20, 2020. Notice of the public hearing was sent to adjacent property owners on October 1, 2020 and published in the Great Falls Tribune on October 4, 2020, and October 11, 2020. A public hearing has been scheduled before the Cascade County Commission on November 10, 2020. Notice of the public hearing was sent to adjacent property owners on October 23, 2020, and published in the Great Falls Tribune on October 25, 2020 and November 1, 2020.

Higgins Enterprises LTD (Rick & Judy Higgins) request preliminary plat approval for River Bend Estates III major subdivision consisting of twelve (12) residential lots ranging in size from 2.00 acres to 2.39 acres, a parkland lot of 1.69 acres, a utility lot of 0.4 acres for the fire suppression system, and an Open Space lot in the Special Flood Hazard Area of the Missouri River consisting of 0.75 acres, and a remaining lot of 87.4 acres. The total acreage of the project site intended for this development is 28.12 acres.

I. PRIMARY REVIEW CRITERIA

A. Effect on Agriculture.

The proposed subdivision presently consists of one (1) parcel of land (115.12 acres) within the Suburban Residential 2 (SR-2) Zoning District. Surrounding property of the project site is residentially zoned, SR-2 Zoning District. The soil is approximately made up of: 10% Bitton and Roy soils (10-65 % slopes), 11% Ipano loam (0-4 % slopes), 44.5% Ipano-Hillon Complex (4-10% slopes), 4.5% Tally fine sandy loam (8-15% slopes) 15% Tally-Castner complex (15-35% slopes), and 15% Torex loamy sand (0-6% slopes). Ipano loam is considered prime farmland if irrigated, and Tally fine sandy loam is considered farmland of statewide importance, no other soils have a prime farmland designation. This soil information was found on the United States Department of Agriculture's Natural Resources Conservation Service (NRCS) Web Soil Survey. This information and test pit logs are available in the Application materials.

B. Effect on Local Services.

The proposed subdivision will receive law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Gore Hill Rural Volunteer Fire Department (VFD). The proposed twelve (12) residential lots require a total of 16,000 gallons, or 10,000 gallons plus an additional 500 gallons per residential lot. The existing fire suppression cistern has a capacity of 64,000 gallons and has been approved by the Gore Hill Rural VFD for the two previous stages of development. The fire suppression system will continue to require approval of the Gore Hill VFD for this development.

An email requesting comments was sent to the Gore Hill Rural VFD Chief, any response received will be forwarded to the Planning Board and the County Commissioners.

Parkland dedication is a requirement of this proposed subdivision. The twelve (12) residential lots between 1 and 3 acres will constitute 25.68 acres. Per the subdivision regulations, 5% of this acreage subdivided for residential use is required to be dedicated as parkland. Since 25.68 acres are being subdivided for residential purposes, 1.284 acres will be the minimum parkland dedication ($25.68 * .05 = 1.284$). The Applicant has proposed a 1.69-acre tract as parkland.

The Applicant's Traffic Impact Analysis indicates the subdivision will generate an additional 118 vehicle trips per day at full build out. The area of most significant impact is anticipated to be Flood Road. The Great Falls Area Long Range Transportation Plan indicates the existing average annual daily traffic is 1,405 trips. The estimated capacity of Flood Road is 12,000 vehicles per day and the existing volume to capacity ratio for Flood Road is 0.082. According to the Traffic Impact Study submitted with the Application, no adverse traffic impact issues have been identified.

Letters requesting comments were sent to the Montana Department of Transportation and the Cascade County Road and Bridge Division. All comments will be forwarded to the Planning Board and the Cascade County Commission.

C. Effect on the Natural Environment.

Subdivision of the site is not expected to create significant surface run-off problems. The proposed development is partially within the regulated floodplain of the Missouri River; however, the developer has not proposed to alter any lakebeds, streams, or river channels. The Montana Department of Environmental Quality ("MDEQ") will review the subdivision plan as part of the Sanitation in Subdivisions Act and will include a review of the stormwater design to mitigate runoff resulting from development in the subdivision.

Approximately 11% of the soil, Ipano loam, is classified as farmland of statewide importance, and approximately 4.5% of the soil, Tally fine sandy loam, is classified as prime farmland if irrigated, the remaining soils are not classified as farmland of statewide importance or prime farmland if irrigated. The property has not been used for grazing, however has not otherwise been put into agricultural production in recent history. The project was sent to the Cascade Conservation District for review, any comments received will be forwarded to the Planning Board and Commissioners.



The subdivision is not expected to adversely affect native vegetation, soils, water quality, or the quantity of surface or ground waters. Disturbed areas during the development phase will be re-seeded and to fulfill condition number 7, a weed management plan will be submitted with the final plat.

D. Effect on Wildlife and Wildlife Habitat.

This subdivision location is in an area that is experiencing progressive residential development as development spreads south of Great Falls. A report from the Montana Natural Heritage Program has been included in the Application. The critical wildlife area on the property is the Missouri River shoreline, and the development will not be impacting this area. Additionally, portions of the property within the Regulated Floodplain of the Missouri River are required to be rezoned to Open Space by the Cascade County Subdivision Regulations § 10-14(1). Letters requesting comment have been submitted to the Department of Fish, Wildlife, and Parks, any comments received will be forwarded to the Planning Board and Commissioners. The subdivision will neither result in closure of public access to hunting or fishing areas, nor to public lands.

E. Effect on Public Health and Safety.

According to the Wildland Fire Risk and Hazard Severity Assessment, the subject property is considered at low risk of wildland fire. Wildfires are always a possibility in subdivisions when located adjacent to crop or pasture land or within the wildland urban interface. Fire and emergency services have been addressed. Vehicle access to the subdivision will be from Flood Road with a secondary access from Fox Farm Road, and then to the internal road system of River Bend Drive, Boundary Line Lane, and Higgins Lane. Based on available information, this subdivision does not appear to be subject to potential natural hazards such as rock slides; nor potential man-made hazards such as nearby heavy industrial or mining activity. Flooding is a risk as identified by the application, and the developer has proposed a separate lot in the Special Flood Hazard Area that will be rezoned Open Space in accordance with Cascade County Subdivision Regulations §10-14(A).

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the Cascade County Subdivision Regulations. The Developer and Cascade County have complied with the subdivision review and approval procedures set forth under the applicable laws and regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in compliance with the *Cascade County Growth Policy* to preserve



and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens and by ensuring that all new roads be built to county specifications, designing subdivisions so as to minimize the risk of fire, adequate water supply systems, requiring local review of subdivision meet MDEQ regulations, and by complying with the Weed District's weed management plants. The area is not located in a designated Resource Protection Area; therefore, those standards are not applicable to the proposed subdivision. The subdivision is located in the Flood Hazard Evaluation Area and the Military Height Zone Conditional Development Areas, conditions of approval have been proposed that will ensure compliance with all applicable standards.

A. Setback Standards.

The minimum standards must comply with the *Cascade County Zoning Regulations*.

B. Slope Standards.

Development on slopes exceeding twenty five percent (25%) is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

C. Off-Street Parking Standard.

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

D. Residential Development Standard.

The minimum standards must comply with the *Cascade County Zoning Regulations*.

E. Soil Erosion Standard.

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses.

F. Soils Limitations Standard.

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented. No soil limitations were identified in the Subdivision Application.

G. Road Acceptance and Maintenance Policy.

Legal access, described as public street and utility easement, to the lots will be provided on the final plat. There are two private access roads and an internal subdivision road system that will be a privately maintained by the HOA to access the subdivision. The County will



not have responsibility for road maintenance until such time as the County accepts the internal roads as County roads.

H. Fire Protection Standard.

This development lies within and receives fire protection services from the Gore Hill Volunteer Fire District. Response time will be dictated by weather and road conditions. An email has been sent to the Gore Hill Fire Chief asking for comments on the proposed subdivision. Any comments received will be sent to the Planning Board and the County Commissioners.

I. School System's Capacity Standard.

Letters were sent to the Cascade County Superintendent of Schools and the Great Falls Public Schools Superintendent. Any comments received will be sent to the Planning Board and the County Commission.

IV. EASEMENTS FOR UTILITIES

Any comments received will be forwarded to the Planning Board and County Commissioners. All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

Legal access will be provided to all lots through private street easements placed on the final plat. The existing roads in this subdivision will not be county responsibility until such time as the county accepts them. The development will primarily be access from Flood Road, with a secondary access on Fox Farm Road.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Planning Board and the County Commission shall consider the following:

- A. Relevant evidence relating to the public health, safety, and welfare;
- B. The Summary of Probable Impacts;
- C. The *Cascade County Growth Policy*; and
- D. The provisions outlined in the *Cascade County Subdivision Regulations* and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

- 1. Approve the proposed subdivision.
- 2. Approve the proposed subdivision with conditions.
- 3. Table the proposed subdivision for further study.
- 4. Deny the proposed subdivision.





From: [Mital, Tom](#)
To: [Hopkins, Sandor R.](#)
Subject: FW: River Bend Estates Road Names
Date: Thursday, October 1, 2020 2:39:28 PM
Attachments: [image001.png](#)

Hey Sandor,

This is the email exchange I had with Mitch West regarding the road name Badger Drive located in the River Bend Estates Phase III subdivision. I am also including the response I received from the City of Great Falls GIS Coordinator Aaron Vaughn. If you have any questions feel free to contact me.

This was Aaron's (9/22/2020 10:19 am) response to the Badger Drive road name. *"But I'd say on that Badger name to look for an alternative so as to not mess up any first response - what do you think? I think Karen would probably confirm."*

Thanks,

Tom Mital
Cascade County GIS
121 4th Street North
Suite 2H
Great Falls, MT 59401
406-454-6727

From: Mital, Tom
Sent: Monday, September 28, 2020 8:00 AM
To: Mitch West <mwest@tripletreemt.com>
Subject: RE: River Bend Estates Road Names

Hey Mitch,

The City thinks that Badger Dr is too closely related to their Badger Way. Sorry about that.

Thanks,

Tom Mital
Cascade County GIS
121 4th Street North
Suite 2H
Great Falls, MT 59401
406-454-6727

From: Mitch West <mwest@tripletreemt.com>
Sent: Friday, September 25, 2020 9:18 AM
To: Mital, Tom <tmital@cascadecountymt.gov>
Subject: River Bend Estates Road Names

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Tom,

We are getting ready to submit our final plat application and I am checking in to see if the City of Great Falls had responded to your email about Badger Drive.

Thank you,

Mitch West,



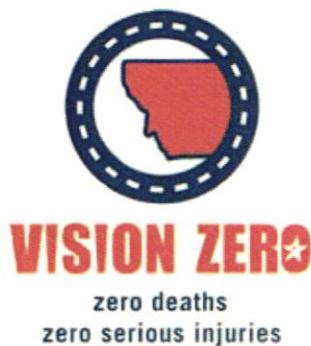
3102 Old Broadwater Lane, Helena, MT 59601
Cell: 406.980.1014
www.tripletreemt.com

From: [Wingerter, Jim](#)
To: [Hopkins, Sandor R.](#)
Subject: Preliminary Plat of River Bend Estates 3 Major Subdivisions
Date: Friday, October 9, 2020 8:45:27 AM
Attachments: [image002.png](#)
[image003.png](#)
[image005.png](#)
[image006.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Sandor –

I am in receipt of your October 1, 2020 letter requesting comments from the Montana Department of Transportation concerning the subject proposal. The Department does not have any comment on this proposal at this time.



Jim Wingerter
Great Falls District Administrator
Montana Department of Transportation
200 Smelter Avenue
P.O. Box 1359
Great Falls, MT 59403
Office: 406-454-5897
Cell: 406-461-4663
jwingerter@mt.gov



From: [Schutz, Rick](#)
To: [Hopkins, Sandor R.](#)
Subject: Preliminary Plat of River Bend Estates 3 major Subdivision
Date: Friday, October 9, 2020 9:06:33 AM

Good morning Sandor,

I have no comments or concerns with this application.

Regards,

Rick Schutz

*Cascade County Public Works
Road & Bridge Superintendent
279 Vaughn S Frontage Rd
Great Falls, MT 59404
406-454-6920*



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA

RESOLUTION # 16-48

Rerecorded to add extra page to Exhibit B" mjohnson 5/31/16
RESOLUTION RELATING TO RURAL SPECIAL IMPROVEMENT DISTRICT NO. 16-01; DECLARING
IT TO BE THE INTENTION OF THE BOARD OF COUNTY COMMISSIONERS TO CREATE RURAL
SPECIAL IMPROVEMENT DISTRICT NO. 16-01 FOR THE PURPOSE OF UNDERTAKING CERTAIN
LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO

BE IT RESOLVED by the Board of County Commissioners (the "Board") of
Cascade County (the "County"), Montana, as follows:

Section 1. Proposed Improvements; Intention to Create Districts. Pursuant to Section 7-12-2102, Montana Code Annotated, the County proposes to undertake certain local improvements (the "Improvements") to benefit certain property located in the County. The Improvements consist of designing, engineering, and construction and reconstruction of a 1.2-mile section of Fox Farm Road, as more particularly described in Section 5. It is the intention of this Board to create and establish in the County under Montana Code Annotated, Title 7, Chapter 12, Part 21, as amended (the "Act"), a rural special improvement district (the "District") for the purpose of financing the costs of the Improvements benefiting the District and paying costs incidental thereto. The total estimated costs of the Improvements, including costs incidental thereto, are \$4,072,726.31.

Section 2. Number of District. The District, if the same shall be created and established, shall be known and designated as Rural Special Improvement District No. 16-01 of Cascade County, Montana.

Section 3. Boundaries of District. The limits and boundaries of the District are depicted on a map attached as Exhibit A hereto (which is hereby incorporated herein and made a part hereof) and more particularly described by the legal description of the lots within the District on Exhibit B hereto (which is hereby incorporated herein and made a part hereof), which boundaries are designated and confirmed as the boundaries of the District. A listing of each of the properties in the District and a description thereof is shown on Exhibit B hereto. None of the properties in the District is located within the limits of the City of Great Falls or other municipality.

Section 4. Benefited Property. The properties included within the District described in Section 3 and as shown on Exhibits A and B are hereby declared to be the properties which will be benefited by the Improvements located therein or serving such properties and will be assessed for the costs of the Improvements and incidental costs as described in Sections 1 and 7. The Board declares that all of the property in the District subject to assessment is benefited by the Improvements, not just the property abutting such improvements, and the contemplated work of Improvement, in the opinion of the Board, is of more than local or ordinary public benefit.

Section 5. General Character of the Improvements. The general character of the improvements is design, engineering, construction, and reconstruction of a 1.2 mile section of Fox Farm Road serving Fox Farm Road residents and adjacent areas, including Fawn Drive, Highwood Drive, Dune Drive Cub Drive, Hawk Drive, Bob Marshall Place, Little Belt Drive, Bear Paw Place, Sweetgrass Place, Dune Ridge Lane, Field Stone Court, Big Bend Lane, Bend View Lane, Big Bend Ridge, Missouri Shores, Morning View Lane, Missouri Bend, Rimrock Lane, Crossover Lane, Stoneridge Lane, Waters Edge Lane and Stonegate Rd.



Section 6. Engineer and Estimated Cost. Big Sky Civil & Environmental, Inc., of Great Falls, Montana, shall be the Engineer for the District. The Engineer has estimated that the cost of the Improvements, including all incidental costs, is approximately \$4,072,726.31, as shown in Exhibit C.

Section 7. Assessment Methods.

7.1. Equal Assessments. Each lot, tract, or parcel of land in the District will be assessed an equal amount based upon the total cost of the financed Improvements and costs incidental thereto, which is estimated to be \$4,072,726.31. By dividing this estimated cost equally among all properties in the District, the assessment per lot, tract or parcel is estimated to be \$10,689.57.

If an increase occurs in the number of benefited lots, tracts, or parcels within the boundaries of the District during the term of the RSID, the Board will recalculate the amount assessable to each lot, tract or parcel. The recalculation will be based on the amount of the District's outstanding principal of and interest on the loan for the current fiscal year and the County will spread the assessments across the District based on the number of benefited lots, tracts, or parcels within the boundaries of the District as of the next taxing year following the action that resulted in the increase in the number of benefited lots, tracts, or parcels, all as provided in Section 7-12-2151(4), M.C.A. In doing so, the Board will comply with Sections 7-12-2158 through 7-12-2160, M.C.A.

From and after creation of the District the lien of the special assessments to pay or finance the costs of the Improvements and incidental costs is not extinguished or diminished by the combination or consolidation of multiple lots into fewer lots; accordingly, the area consisting of the combined or consolidated lot or lots will be assessed in an amount equal to the amount it would have been assessed had the combination or consolidation of lots not occurred.

7.2. Assessment Methodology Equitable and Consistent with Benefit. This Board hereby determines that the method of assessment and the assessment of costs of the specific Improvements against the properties benefited thereby as prescribed in this Section 7 are equitable and in proportion to and not exceeding the special benefits derived from the Improvements by the lots, tracts and parcels to be assessed therefor within the District.

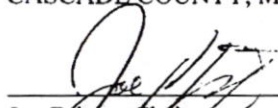
Section 8. Method of Financing; Payment of Assessments for Repayment of Bonds. The special assessments for the costs of the Improvements benefiting the District and costs incidental thereto shall be payable over a term not exceeding 20 years, each in equal semiannual installments of principal, plus interest as allowed by law, or equal semiannual payments of principal and interest as allowed by law, as this Board shall prescribe in the resolution authorizing the issuance of the loan. Property owners have the right to prepay assessments as provided by law. The estimated total principal amount of special assessments for undertaking the Improvements against each property in the District is estimated to be \$9,186.35. In the event the District is created and the loan is issued, the special assessments levied against property in the District will be stated as semiannual installments of principal and interest.

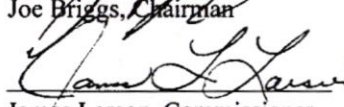
Section 9. Public Hearing; Protests. At any time within thirty (30) days from and after the date of the first publication of the notice of the passage and approval of this resolution, any owner of real property within the District subject to assessment and taxation for the cost and expense of making the Improvements may make and file with the County Clerk and Recorder until 5:00 p.m., M.T., on the expiration date of said 30-day period (July 7, 2016), written protest against the proposed Improvements, or against the extension or creation of the District or both. Such protest must be in writing, identify the property in the District owned by the protestor and be signed by all owners of the property. The protest must be delivered to the County Clerk and Recorder, who shall endorse thereon the date of its receipt by him or her. This Board will, at its next regular meeting after the expiration of the thirty (30) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said regular meeting will be held on Tuesday, July 12, 2016 at 9:30 a.m., at the Cascade County Courthouse Annex, 325 2nd Avenue North, Room 105, Great Falls, Montana.

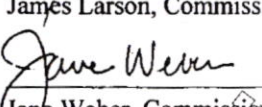
Section 10. Notice of Passage of Resolution of Intention. The County Public Works Department is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the *Great Falls Tribune*, a newspaper of general circulation in the County, on June 5, 2016 and June 12, 2016, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his last-known address, on or before the same day such notice is first published. A copy of this resolution, as approved, will be posted to the County website.

PASSED AND ADOPTED by the Board of County Commissioners of
Cascade County, Montana, this 26th day of May, 2016.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA


Joe Briggs, Chairman


James Larson, Commissioner


Jane Weber, Commissioner

ATTEST:

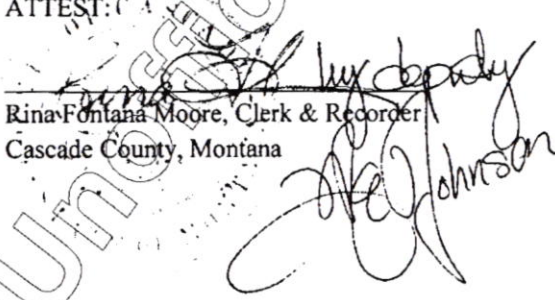

Rina Fontana Moore, Clerk & Recorder
Cascade County, Montana

EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
1971045	02289211101190000	MAYNARD ROBERT & BONNIE		20 BEND VIEW LN	GREAT FALLS	MT	59404	10	1		BIG BEND RANCH PHASE VIILLOT 10 BLOCK 1Ma
1971050	02289211101210000	HUSTON RAYMOND D & SANDRA A		23 BEND VIEW LN	GREAT FALLS	MT	59404-6491	11	1		BIG BEND RANCH PHASE VIILMark:
1971055	02289211101230000	ROWLEY STEVE L & TERRI L		126 HAWK DR	GREAT FALLS	MT	59404	12	1		BIG BEND RANCH PHASE VIILMark:
1971060	02289211101250000	VINNEDGE STEVEN D & DONNA L		13 BEND VIEW LN	GREAT FALLS	MT	59404	13	1		BIG BEND RANCH PHASE VIILMark:
1971065	02289211101270000	KELLY THOMAS L & AMBER E		11 BEND VIEW LN	GREAT FALLS	MT	59404-6491	14	1		BIG BEND RANCH PHASE VIILMark:
1971175	02289211101330000	FERDA PAUL S & CONNIE L		60 BIG BEND LN	GREAT FALLS	MT	59404	36	1		BIG BEND RANCHMark:
1971180	02289211101350000	COMPTON MICHAEL B & AMY JO		56 BIG BEND LN	GREAT FALLS	MT	59404	37	1		BIG BEND RANCHMark:
1971185	02289211101290000	THOMAS PATRICK J		68 BIG BEND LN	GREAT FALLS	MT	59404	38	1		BIG BEND RANCHMark:
1971190	02289211101310000	THOMAS PATRICK J		68 BIG BEND LN	GREAT FALLS	MT	59404	39A	1		BIG BEND RANCHLOT: 39A BLOCK*: 1Mark:
1971230	02289203402330000	GORE HILL FIRE SERVICE AREA		4401 62ND AVE SW	GREAT FALLS	MT	59404	1	2		BIG BEND RANCH PHASE IVMark:
1971231	02289203402310000	TOMPERS PETER & KRISTI		10 STONEGATE RD	GREAT FALLS	MT	59404	2	2		BIG BEND RANCH PHASE IVLOT 2 BLOCK 2Mark:
1971425	02289211103150000	LANE PATRICK THOMAS ETAL		18529 126TH ST SE	SNOHOMISH	WA	98290-8639	8	4		BIG BEND RANCH PHASE XMark:
1971430	02289211103170000	BENSKI JENNIFER A		33619 COUNTRY RD 32	UTICA	MN	55979	9	4		BIG BEND RANCH PHASE XLOT 9 BLOCK 4Mark:
1971435	02289211103190000	VASSAR KENNETH & DEBORAH		4508 12TH ST NE	GREAT FALLS	MT	59404-4259	10	4		BIG BEND RANCH PHASE XMark:
1971440	02289211103210000	REDDING GEORGE A & LINNIE J		2922 SOUTH RACE ST	DENVER	CO	80210	11	4		BIG BEND RANCH PHASE XMark:
1971445	02289211103230000	NASSAR DAVID T & MARY E		94 BEND VIEW LN	GREAT FALLS	MT	59404	12	4		BIG BEND RANCH PHASE IIIIMark:
1971450	02289211103250000	MILLER TIMOTHY WAYNE & CONNIE JEAN		88 BEND VIEW LN	GREAT FALLS	MT	59404-6491	13	4		BIG BEND RANCH PHASE IIIIMark:
1971455	02289211103270000	BUCK MICHAEL A & SHERIDAN H		82 BEND VIEW LN	GREAT FALLS	MT	59404	14	4		BIG BEND RANCHMark:
1971460	02289211103290000	SOWERS LEE		6000 HEAVENS VIEW LN	GREAT FALLS	MT	59404	15	4		BIG BEND RANCHMark:
1971465	02289211103310000	GARDNER LARRY E & KELLI R		72 BEND VIEW LN	GREAT FALLS	MT	59404-6491	16	4		BIG BEND RANCHMark:
1971470	02289211103330000	SCHNEIDER HOWARD R & NICOLE M		68 BEND VIEW LN	GREAT FALLS	MT	59404-6491	17	4		BIG BEND RANCHMark:
1971475	02289211103350000	DENIS MARK AARON & KAREN LYNN		62 BEND VIEW LN	GREAT FALLS	MT	59404	18	4		BIG BEND RANCHLOT 18 BLOCK 4
1971480	02289211103370000	DENIS MARK A & KAREN L		62 BEND VIEW LN	GREAT FALLS	MT	59404	19	4		BIG BEND RANCHLOT 19 BLOCK 4Mark:
1971490	02289211103410000	WHEELER SETH T & JAMEY L		498 BEND VIEW LN	GREAT FALLS	MT	59404-6491	20	4		BIG BEND RANCH PHASE VIIMark:
1971495	02289211103430000	WOLOSZYN HENRY E & KIMBERLY L		455 W EDEN RD	GREAT FALLS	MT	59403	21	4		BIG BEND RANCH PHASE VIMark:
1971500	02289211103450000	SMITH CLAUDE & LYNETTE		42 BEND VIEW LN	GREAT FALLS	MT	59404	22	4		BIG BEND RANCH PHASE VIMark:
1971505	02289211103470000	ZURICH MICHAEL A		1503 MAGDALENA AVE	CHULA VISTA	CA	91913	23	4		BIG BEND RANCH PHASE VIMark:
1971510	02289211103490000	RIDER BILLIE F		28 BEND VIEW LN	GREAT FALLS	MT	59404-6491	24A	4		BIG BEND RANCH PHASE VIMark:
1971515	02289211103510000	MEYER KIRKLEN A & KATTIE		417 CENTRAL AVE STE 1A	GREAT FALLS	MT	59401	25A	4		BIG BEND RANCH PHASE VILOT 25A BLOCK 4Mar
1971520	02289211103530000	MAYNARD ROBERT & BONNIE L		20 BEND VIEW LN	GREAT FALLS	MT	59404	26	4		BIG BEND RANCH PHASE VIMark:
1971525	02289211103550000	NEWMILLER VICKI L & RONALD W		16 BEND VIEW LN	GREAT FALLS	MT	59404	27	4		BIG BEND RANCH PHASE VIMark:
1971530	02289211103570000	RABINOWITZ ARTHUR JAMES & TRACIE M		12 BEND VIEW LN	GREAT FALLS	MT	59404	28	4		BIG BEND RANCH PHASE VIILLOT 28 BLOCK 4Mar
1971535	02289211103590000	PACIFIC HIDE & FUR DEPOT		5 RIVER DR S	GREAT FALLS	MT	59405	29	4		BIG BEND RANCH PHASE VIILLOT 29 BLOCK 4Ma
1971537	02289211103610000	BROOKS WILLIAM & KARRIE		8 BEND VIEW LN	GREAT FALLS	MT	59404	30	4		BIG BEND RANCH PHASE VIILLOT 30 BLOCK 4Ma
1971595	02289210110010000	EARL BRETT & ANNA		5 STONERIDGE LN	GREAT FALLS	MT	59404	1	6		BIG BEND RANCH PHASE IXLOT 1 BLOCK 6Mark:
1971600	02289210110030000	DORAN CASEY TANDEE R		1601 2ND AVE N	GREAT FALLS	MT	59401	2	6		BIG BEND RANCH PHASE IXMark:
1971605	02289210110050000	FRITZ RYAN R		3516 7TH AVE S	GREAT FALLS	MT	59405	3	6		BIG BEND RANCH PHASE IXLOT 3 BLOCK 6Mark:
1971610	02289210110070000	RJR AT BIG BEND LLC		249 LONGVIEW DR	LANCASTER	VA	22503	4A	6		AMPL 2007-49BIG BEND RANCH PHASE IXMark:
1971620	02289210110110000	HAGFELDT CLINTON L		1306 DIXIE DOWN CT	HENDERSON	NV	89011	6	6		BIG BEND RANCH PHASE IXMark:
1971625	02289210110130000	SWARTZ TOM & BETTY		6 STONRIDGE LN	GREAT FALLS	MT	59404	7	6		BIG BEND RANCH PHASE IXLOT 7 BLOCK 6Mark:
1971630	02289210110150000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	8	6		BIG BEND RANCH PHASE IXLOT 8 BLOCK 6Mark:
1971720	02289210116030000	GARCIA STEVEN J		59 BEND PARK RD	GREAT FALLS	MT	59404	5	7		BIG BEND RANCHLOT 5 BLOCK 7Mark:
1971725	02289210116050000	PALMER RICHARD J		1029 25TH AVE SW	GREAT FALLS	MT	59404	6A	7		BIG BEND RANCHMark:
1971735	02289210116090000	HINDE JAMES D ETAL		PO BOX 6503	GREAT FALLS	MT	59406-6503	8	7		BIG BEND RANCHMark:
1971740	02289210116110000	HARRIS SAMUEL L		19 WATERS EDGE LANE	GREAT FALLS	MT	59404	9	7		BIG BEND RANCHLOT 9 BLOCK 7Mark:
1971745	02289210116130000	BLAINE JACK H ETAL		249 LONGVIEW DR	LANCASTER	VA	22503	10	7		BIG BEND RANCHMark:
1971810	02289210116390000	LAKES BRIAN & SUSAN		49 MISSOURI BEND	GREAT FALLS	MT	59404	23	7		BIG BEND RANCHMark:
1971815	02289210116410000	RAY RONALD G & PEGGY K		146 HAWK DR	GREAT FALLS	MT	59404	24	7		BIG BEND RANCHMark:
1971820	02289210116430000	CAREY THOMAS E ETAL		2705 BONITA DR	GREAT FALLS	MT	59404	25	7		BIG BEND RANCHMark:
1971825	02289210116450000	PALMER RICHARD J		1029 25TH AVE SW	GREAT FALLS	MT	59404	26	7		BIG BEND RANCHMark:
1971830	02289210116470000	WALDENBERG JAMES R & NANCY A		PO BOX 3566	GREAT FALLS	MT	594033566	27	7		BIG BEND RANCHLOT 27 BLOCK 7
1971835	02289210116490000	BALTRUSCH KURT P & VELDA J TRUST		23 MISSOURI BEND	GREAT FALLS	MT	59404	28A	7		BIG BEND RANCHMark:
1971840	02289210116510000	BALTRUSCH KURT P & VELDA J TRUST		23 MISSOURI BEND	GREAT FALLS	MT	59404	29A	7		BIG BEND RANCH PHASE IIIIMark:
1971845	02289210116530000	PATTON RAE		2558 W ST KATERI DR	BUCKEYE	AZ	85326-2126	30	7		BIG BEND RANCH PHASE IIIIMark:
1971850	02289210116550000	JAMES ANGELA		PO BOX 1973	GREAT FALLS	MT	594031973	31	7		BIG BEND RANCH PHASE IIILOT 31 BLOCK 7Mar

EXHIBIT B

PARCEL NUMBER—GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
1971855 02289211104150000	GALEO ANTHONY JOSEPH ETAL		5756 N TUCSON MOUNTAIN DR	TUCSON	AZ	857437701	1A	8		BIG BEND RANCHMark:
1971865 02289211104110000	JOHNSON PAUL M & JANELLE L		89 BEND VIEW LN	GREAT FALLS	MT	59404	3	8		BIG BEND RANCHMark:
1971870 02289211104090000	PROSSER KEVIN & KIMBERLY		95 BEND VIEW LN	GREAT FALLS	MT	59404	4	8		BIG BEND RANCHMark:
1971875 02289211104070000	SMELTZER PHILIP A & JO EMILY M		2468 RACQUET CLUB DR	SEABROOK ISLAND	SC	29455	5	8		BIG BEND RANCHMark:
1971880 02289211104050000	SORENSEN TYLER K & SARAH V		103 BEND VIEW LN	GREAT FALLS	MT	59404	6	8		BIG BEND RANCH PH XILOT 6 BLOCK 8Mark:
1971885 02289211104030000	KRUMM ROBERT G & JANET M		107 BEND VIEW LN	GREAT FALLS	MT	59404	7	8		BIG BEND RANCHMark:
1971890 02289211104010000	HENTON WAYNE P & MARIE L		113 BEND VIEW LN	GREAT FALLS	MT	59404	8	8		BIG BEND RANCHMark:
1971895 02289210104010000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	9	8		BIG BEND RANCH PHASE XIIMark:
1971900 02289210104030000	JURASEK BRANDON G & ALICE K		36 MISSOURI BEND	GREAT FALLS	MT	59404	10	8		BIG BEND RANCH PHASE XIIMark:
1971905 02289210104050000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	11	8		BIG BEND RANCH PHASE XIIMark:
1971910 02289210104070000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	12	8		BIG BEND RANCH PHASE XILOT 12 BLOCK 8Mar
1971920 02289210104090000	PARKER JOHN & CARRIE		24 MISSOURI BEND	GREAT FALLS	MT	59404	13	8		BIG BEND RANCH PHASE XIIMark:
1971925 02289210104110000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	14	8		BIG BEND RANCH PHASE XIIMark:
1971930 02289210104130000	UPTMOR GARY G & MARILYN		14 MISSOURI BEND	GREAT FALLS	MT	59404	15	8		BIG BEND RANCH PHASE XIIMark:
1971935 02289210104150000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	16	8		BIG BEND RANCH PHASE XILOT 16 BLOCK 8Mar
1971940 02289210104170000	ROSSBERG SUNDAY Z		16 BEND PARK RD	GREAT FALLS	MT	59404	17	8		BIG BEND RANCH PHASE XILOT 17 BLOCK 8Mar
1971945 02289203404010000	COHAN FAMILY LIVING TRUST		17 BEND PARK RD	GREAT FALLS	MT	59404	6A	2		BIG BEND RANCH PHASE XILOT 6A BLOCK 2M
1971950 02289202302040000	BIG BEND RANCH DEVELOPMENT COMPANY		75 SPRING RIDGE DR	GREAT FALLS	MT	59404	3	1		BIG BEND RANCH PH XILOT: 3 BLOCK: 1
1971955 02289202302050000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	4	1		BIG BEND RANCH PH XILOT: 4 BLOCK: 1
1971960 02289202302120000	BIG BEND RANCH DEVELOPMENT COMPANY		329 FLOOD RD	GREAT FALLS	MT	59404	19	1		BIG BEND RANCH PH XILOT: 19 BLOCK: 1
1971965 02289202302130000	HOLLAND KENNETH C CHERYL		8 FIELD STONE COURT	GREAT FALLS	MT	59404	2	19	3E	BIG BEND RANCH PH XILOT: 20 BLOCK: 1
1984620 02301535301200000	BROWNE ROBERT T & JENISE M		6 COUGAR DR	GREAT FALLS	MT	59404	12B			CASEY MINOR ILOT 12BMark:
1984630 02301535301010000	LOOSE DONALD J & MARIANNE		23 FAWN DR	GREAT FALLS	MT	59404	12C			CASEY MINOR IMark:
1984640 02301535301280000	GUNDERSON JAMES N & MAXIE A		15 FAWN DR	GREAT FALLS	MT	59404-6449	12D			CASEY MINOR IMark:
1999200 0228920130205G001	GAVRISHEFF ALEXIS M & SUGENE		158 DUNE DR	GREAT FALLS	MT	59404	1A			DUNESMark:
1999220 02289201302050000	BUER BRUCE H & JUDITH M		160 DUNE DR	GREAT FALLS	MT	59404-6434	1AB			DUNESMark:
1999300 02289201302060000	WHEATLEY KAREN F		1409 6TH AVE N	GREAT FALLS	MT	59401	1B			DUNESMark:
1999400 02289201302070000	BYRNE PATRICK T & ANITA W		152 DUNE DR	GREAT FALLS	MT	59404-6434	1C			DUNESMark:
1999500 02289201302080000	HORTON JERRY K & ANNA L		132 DUNE DR	GREAT FALLS	MT	59404-6434	1D			DUNESMark:
1999600 02289201302010000	SHUMAKER DUANE PATRICK & TERESA ANN		43 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1E			DUNESMark:
1999625 02289201302090000	JACKSON DAVID L & AMY S		33 BIG BEND LN	GREAT FALLS	MT	59404-6460	1.00E+01			DUNESMark:
1999650 02289201302100000	HILL TERRY A & RONICA K		49 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1.00E+02			DUNESMark:
1999700 02289201302020000	MOTT ALAN D		PO BOX 1153	GREAT FALLS	MT	594031153	1F			DUNESMark: 1F
1999725 0228920130201G001	LAHTI REVOCABLE TRUST		41 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1F2			DUNESMark:
1999750 0228920130202G001	MANCHESTER DALE H & SUSAN M		35 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1F1			DUNESMark:
1999800 02289201302030000	UGGETT SCOT & JOANNE		27 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	1G			DUNESMark:
1999900 02289201302040000	SHANAHAN LAYNE R TRUST ETAL		220 DUNE DR	GREAT FALLS	MT	59404-6435	1H			DUNESMark:
2000000 02289212102540000	PILLING DENNIS C & ELVA C		173 DUNE DR	GREAT FALLS	MT	59404-6434	12A			DUNESMark:
2000100 02289212102520000	PILLING DENNIS C & ELVA E		173 DUNE DR	GREAT FALLS	MT	59404-6434	12A3			DUNESMark:
2000200 02289212102500000	SHANAHAN LAYNE R TRUST ETAL		220 DUNE DR	GREAT FALLS	MT	59404-6435	12A4			DUNESMark:
2000400 02289212102480000	CALLIES DAVID F		600 10TH AVE SW	GREAT FALLS	MT	59404-3310	12A6			DUNESMark:
2000500 02289212202420000	WEBER RICHARD E & CYNTHIA L		240 DUNE DR	GREAT FALLS	MT	59404	12B			DUNESMark:
2000700 02289212202360000	HAFFNER JANET L		PO BOX 6488	GREAT FALLS	MT	59406-6488	12C4			DUNESMark: LOTS 12C1-M
2000800 02289212202330000	TAYLOR MICHELLE		251 DUNE DR	GREAT FALLS	MT	59404	12D			DUNESMark:
2000900 02289212202340000	CARTON JEFFERY G & SALLY A		250 DUNE DR	GREAT FALLS	MT	59404	12E			DUNESMark:
2001000 02289212202300000	PETERSON MARK P & ANNETTE S		26 DUNE RIDGE LN	GREAT FALLS	MT	59404	1.20E+02			DUNESMark:
2001001 02289212202270000	DONAHUE MICHAEL & TESSA		251 DUNE DR	GREAT FALLS	MT	59404-6433	1.20E+03			DUNESMark:
2001003 02289212102300000	MOORMAN MATTHEW W & JAYMIE S		252 DUNE DR	GREAT FALLS	MT	59404	1.20E+04			DUNESMark:
2001025 02289212102360000	SIMMONS JAMES RAY & JILL S		248 DUNE DR	GREAT FALLS	MT	59404-6435	1.20E+05			DUNESLOT 12-E3Mark:
2001100 02289212102240000	MCINTOSH SCOTT W & LEAH M		258 DUNE DR	GREAT FALLS	MT	59404-6435	12F1			TRT 1, COS 2468DUNESMark:
2001200 02289212102260000	GRIFFIN JEFFREY DODGE ETAL		256 DUNE DR	GREAT FALLS	MT	59404-6435	12F2			DUNES 12G3 &
2001300 02289212102280000	ONDLER THEODORE D		254 DUNE DR	GREAT FALLS	MT	59404	12	19	3E	DUNESMark: 12F-3
2001400 02289212202240000	QUINN DARRELL L & ELLEN L		255 DUNE DR	GREAT FALLS	MT	59404	12G5			DUNES 12F4, 12F5, 12G4 &
2001600 02289212202210000	RUBNER PENNY A		34 DUNE RIDGE LN	GREAT FALLS	MT	59404-6457	12F6			DUNESMark:
2001710 02289212102170000	GALLAGHER SHERRY		262 DUNE DR	GREAT FALLS	MT	59404	12G1			DUNESMark:

EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2001720	02289212102190000	BUSBY DEXTER & COLLEEN		260 DUNE DR	GREAT FALLS	MT	59404-6435	12G2			DUNESMark:
2001740	02289212202180000	JEFFERS JAMES D & DONIS G		904 KETTLE ROCK CT	COLORADO SPRINGS	CO	80921	12G6			DUNESMark:
2001900	02289212202150000	O'CONNELL MARSHALL & DIANE		PO BOX 5158	PETALUMA	CA	94955-5158	12H			DUNESMark:
2001925	02289212102150000	SEIM SCOTT A		5501 HENRY'S LN	GREAT FALLS	MT	59404	12H1			DUNESMark:
2001999	02289212102090000	SCHERMELE BERNARD C & LEOTA J	SEIM SCOTT A & LONNIE H	5501 HENRY'S LN	GREAT FALLS	MT	59404	12I1			DUNESMark:
2002002	02289212202120000	GALLAGHER RICHARD F ETAL		PO BOX 1645	GREAT FALLS	MT	59403-1645	12I2			DUNESMark:
2002005	02289212202090000	GALLAGHER RICHARD F		PO BOX 1645	GREAT FALLS	MT	59403-1645	12I3			DUNESMark:
2002100	02289212202060000	GALLAGHER RICHARD F		PO BOX 1645	GREAT FALLS	MT	59403-1645	12J			DUNESMark:
2002200	02289212202030000	GALLAGHER RICHARD F		PO BOX 1645	GREAT FALLS	MT	59403-1645	12K			DUNESMark:
2002300	02289212102030000	SECHENA ROBERT W & DAWN M		1526 CENTRAL AVE	GREAT FALLS	MT	59401-3836	12K1			FOX VALLEY ESTATES 2Mark:
2037500	02301535301120000	EHRHARDT PATRICIA & TERRY		26 CUB DR	GREAT FALLS	MT	59404-6425	1			FOX VALLEY ESTATES 2Mark:
2037600	02301535301130000	DELANEY JAMES A & DONNA M		20 CUB DR	GREAT FALLS	MT	59404-6425	2			FOX VALLEY ESTATES 2Mark:
2038000	02301535301090000	HAINES JOHN O & KATHLEEN A		77 FAWN DR	GREAT FALLS	MT	59404	6			FOX VALLEY ESTATES 2Mark:
2038100	02301535301110000	AMBUEHL JONNIE & ANN M		19 HOLLOW DR	GREAT FALLS	MT	59404	7			FOX VALLEY ESTATES 2Mark:
2038200	02301535301160000	AMBUEHL JONNIE & ANN M		19 HOLLOW DR	GREAT FALLS	MT	59404	8			FOX VALLEY ESTATES 2Mark:
2038300	02301535301170000	KUEFFLER RICHARD J & JAYNE L		7 HOLLOW DR	GREAT FALLS	MT	59404-6467	9			FOX VALLEY ESTATES 2Mark:
2038400	02301535301050000	BECK TJ & ASHTON LEIGH		53 FAWN DR	GREAT FALLS	MT	59404	10			FOX VALLEY ESTATES 2LOT 10Mark:
2038500	02301535301060000	SHUMSKI LEONARD M & DELIA E		59 FAWN DR	GREAT FALLS	MT	59404-6449	11			FOX VALLEY ESTATES 2Mark:
2038600	02301535301070000	SANDY JOHN E & CAROL L		65 FAWN DR	GREAT FALLS	MT	59404-6449	12			FOX VALLEY ESTATES 2Mark:
2038700	02301535301080000	AMBUEHL JONNIE & ANN M		19 HOLLOW DRIVE	GREAT FALLS	MT	59404	13			MISSOURI RIVER BIG BENDMark:
2130600	02289211105310000	HUSTED LORI M REVOCABLE LIVING TRUST		60 MISSOURI SHORES	GREAT FALLS	MT	59404	1			MISSOURI RIVER BIG BENDMark:
2130602	02289211105290000	WILSON THOMAS M JR & KATHLEEN A		54 MISSOURI SHORES	GREAT FALLS	MT	59405	2			MISSOURI RIVER BIG BENDMark:
2130604	02289211105270000	MEALEY JOHN F & ANN M		4005 17TH AVE S	GREAT FALLS	MT	59405	3			MISSOURI RIVER BIG BENDMark:
2130606	02289211105250000	PURSLEY MICHAEL		8886 US HWY 89	GREAT FALLS	MT	59405	4			MISSOURI RIVER BIG BENDMark:
2130608	02289211105230000	GOODNOW JOHN		PO BOX 7010	GREAT FALLS	MT	59406-7010	5A			MISSOURI RIVER BIG BENDMark:
2130610	02289211105210000	WATANABE MORIO ETAL		2804 CAMBRAI CIR	OCEAN SPRINGS	MS	39564	6			MISSOURI RIVER BIG BENDMark:
2130612	02289211105190000	KREBS DAVID J		515 28TH AVE NW	GREAT FALLS	MT	59404	7A			MISSOURI RIVER BIG BENDLOT 8Mark:
2130614	02289211105170000	NEWMACK JENNIFER & JASON		20 MISSOURI SHORES	GREAT FALLS	MT	59404	8			MISSOURI RIVER BIG BENDMark:
2130616	02289211105150000	INMAN DAVID F		16 MISSOURI SHORES	GREAT FALLS	MT	59404	9			MISSOURI RIVER BIG BENDMark:
2130618	02289211105130000	VUKASIN LAURA		PO BOX 7491	GREAT FALLS	MT	59406	10			MISSOURI RIVER BIG BENDMark:
2130620	02289211105110000	ENOTT JOHN		175 BIG BEND LN	GREAT FALLS	MT	59404	11			MISSOURI RIVER BIG BENDLOT 12Mark:
2130622	02289211105090000	ENOTT JOHN		175 BIG BEND LN	GREAT FALLS	MT	59404	12			MISSOURI RIVER BIG BENDLOT 13Mark:
2130624	02289211105070000	SKILLMAN KENNETH L & LYNN M		179 BIG BEND LN	GREAT FALLS	MT	59404-6488	13			MISSOURI RIVER BIG BENDLOT 14Mark:
2130626	02289211105050000	KONESKY CLIFFORD & SUANN		183 BIG BEND LN	GREAT FALLS	MT	59404-6488	14			MISSOURI RIVER BIG BENDLOT 15Mark:
2130628	02289211105030000	WALTER COLTON D & CARRIE C		2017 13TH ST SW	GREAT FALLS	MT	59404	15			MISSOURI RIVER BIG BENDLOT 16Mark:
2130630	02289211105010000	WHITCROFT RICHARD		191 BIG BEND LN	GREAT FALLS	MT	59404	16			MISSOURI RIVER BIG BENDLOT 17Mark:
2130632	02289214202330000	MC DANIEL FAMILY LIVING TRUST		2731 HUCKLEBERRY DRIVE	GREAT FALLS	MT	59404	18			MISSOURI RIVER BIG BENDLOT 18Mark:
2130634	02289214202310000	OHMAN MATTHEW C & CYNTHIA M		1761 PARK GARDEN RD	GREAT FALLS	MT	59404	19			MISSOURI RIVER BIG BENDLOT 20Mark:
2130636	02289214202290000	SODERMAN BOYD		207 BIG BEND LN	GREAT FALLS	MT	59405	20			MISSOURI RIVER BIG BENDLOT 21Mark:
2130638	02289214202270000	WETZEL MATTHEW S & LINDSAY M		215 BIG BEND LN	GREAT FALLS	MT	59404	21			MISSOURI RIVER BIG BENDLOT 22Mark:
2130640	02289214202250000	SKOVYRON TOM		215 BIG BEND LN	GREAT FALLS	MT	59404	22			MISSOURI RIVER BIG BENDLOT 23Mark:
2130642	02289214202230000	SKOVYRON THOMAS J		219 BIG BEND LN	GREAT FALLS	MT	59404	23			MISSOURI RIVER BIG BENDLOT 24Mark:
2130644	02289214202210000	FILIPOWICZ JAMES S & DEBRA		219 BIG BEND LN	GREAT FALLS	MT	59404	24			MISSOURI RIVER BIG BENDLOT 25Mark:
2130646	02289214202190000	FILIPOWICZ JAMES & DEBRA		219 BIG BEND LN	GREAT FALLS	MT	59404	25			MISSOURI RIVER BIG BENDLOT 26Mark:
2130648	02289214202170000	FILIPOWICZ JAMES & DEBRA		219 BIG BEND LN	GREAT FALLS	MT	59404	26			MISSOURI RIVER BIG BENDLOT 27Mark:
2130650	02289214202150000	DUVAL BASKAR		1115 VINEYARD WAY	BILLINGS	MT	59106	27			MISSOURI RIVER BIG BENDLOT 28Mark:
2130652	02289214202130000	DUVAL BASKAR		1115 VINEYARD WAY	BILLINGS	MT	59106	28			MISSOURI RIVER BIG BENDLOT 29Mark:
2130654	02289214202110000	MURPHY JANELL M ETAL		1502 MEADOWLARK DR	GREAT FALLS	MT	59404	29			MISSOURI RIVER BIG BENDLOT 30Mark:
2130656	02289214202090000	JANKIEWICZ ROBINETTE L & NICHOLAS J		252 DUNE DR	GREAT FALLS	MT	59405	30			MISSOURI RIVER BIG BENDLOT 31Mark:
2130658	02289214202070000	MENGHINI NEIL A		3521 2ND AVE S	GREAT FALLS	MT	59405	31			MISSOURI RIVER BIG BENDLOT 32Mark:
2130660	02289214202050000	BLACKWELL DAVID		300 15TH ST S #8	GREAT FALLS	MT	59405	32			MISSOURI RIVER BIG BENDLOT 33Mark:
2130662	02289214202030000	BLACKWELL DAVID		300 15TH ST S #8	GREAT FALLS	MT	59405	33			MISSOURI RIVER BIG BENDLOT 34Mark:
2130664	02289214202010000	MITCHELL MICHAEL W & BONNIE R		259 BIG BEND LN	GREAT FALLS	MT	59404-6458	33			MISSOURI RIVER BIG BENDLOT 35Mark:
2130666	02289211105350000	PALAGI KENNETH C JR & THERESA D		91 BIG BEND LN	GREAT FALLS	MT	59404	34			MISSOURI RIVER BIG BENDLOT 36Mark:
2130668	02289211105330000	PIKE GREGG DANIEL & MALINDA MARLEY		15 COUGAR DR	GREAT FALLS	MT	59404	35			MISSOURI RIVER BIG BENDLOT 37Mark:

EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2130670	02289211105370000	PIKE GREGG DANIEL & MALINDA MARLEY		307 FLOOD RD	GREAT FALLS	MT	59404-6402	36			MISSOURI RIVER BIG BENDMark:
2130672	02289211105390000	HEIDLOFF GREGORY A		8514 164TH ST CT E	PUYALLUP	WA	98375	37			MISSOURI RIVER BIG BENDMark:
2130674	02289211105410000	PHILLIPS JOHN E & JERI L		700 5TH AVE N	GREAT FALLS	MT	59401	38			MISSOURI RIVER BIG BENDMark:
2130676	02289211105430000	CLARK TODD & LARA		123 BIG BEND LN	GREAT FALLS	MT	59404	39			MISSOURI RIVER BIG BENDLOT 39Mark:
2130678	02289211105450000	WATANABE MORIO ETAL		2804 CAMBRAI CIR	OCEAN SPRINGS	MS	39564	40A			MISSOURI RIVER BIG BENDMark:
2130680	02289211105470000	WESTMORELAND RESIDENTIAL PROPERTIES LLC		PO BOX 3151	GREAT FALLS	MT	594033151	41A			MISSOURI RIVER BIG BENDMark:
2130682	02289211105490000	CORNWELL CALVIN W & KAMIEL		1 MISSOURI SHORES	GREAT FALLS	MT	59404-6493	42A			MISSOURI RIVER BIG BENDMark:
2130684	02289211106010000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	43			MISSOURI RIVER BIG BENDMark:
2130686	02289211106030000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	44			MISSOURI RIVER BIG BENDMark:
2130688	02289211106050000	SUNLIGHT PARTNERS LLC		301 BIG BEND LN	GREAT FALLS	MT	59404	45			MISSOURI RIVER BIG BENDMark:
2130690	02289211106070000	DAWAD NAFSA HUSSAIN		500 SATURN LN	JUNO BEACH	FL	33408	46			MISSOURI RIVER BIG BENDMark:
2130692	02289211106090000	SIQUEIROS ADOLFO HENRY ETAL		5 RIMROCK LN	GREAT FALLS	MT	59404	47			MISSOURI RIVER BIG BENDLOT 47Mark:
2130694	02289211106110000	DUCHESMIN MICHAEL D ETAL		9 RIMROCK LN	GREAT FALLS	MT	59404-6490	48			MISSOURI RIVER BIG BENDLOT 48Mark:
2130700	022892115404010000	VOLK ROY D SR & DIANE N		301 BIG BEND LN	GREAT FALLS	MT	59404-6466				MISSOURI RIVER BIG BEND PHASE II
2130702	022892114303010000	LUCERO CHARLES S & HEATHER L		291 BIG BEND LN	GREAT FALLS	MT	59404				MISSOURI RIVER BIG BEND PHASE II
2181800	02289202201020000	JENKINS JEFFREY L ETAL		3 HIGHWOOD DR	GREAT FALLS	MT	59405				PHEASANT RUNMark: TR 1 & 2
2181820	02289202201060000	JENKINS JEFFREY L ETAL		3 HIGHWOOD DR	GREAT FALLS	MT	59405				PHEASANT RUNMark: TR 3
2181830	02289202201080000	KLINFELTER ERIC J & AMBER K		35 HIGHWOOD DR	GREAT FALLS	MT	59404-6444				PHEASANT RUNMark: TR 4
2181840	02289202201160000	EVENSON SCOTT & JULIE		4 FAWN DR	GREAT FALLS	MT	59404-6448				PHEASANT RUNMark: TR 5-1
2181850	02289202201140000	SYLVA KENNETH L & STACI L		7801 FOX FARM RD	GREAT FALLS	MT	59404				PHEASANT RUNMark: TR 5-2
2181860	02289202201120000	KOTKE WARREN H JR & DIANE T		8 FAWN DR	GREAT FALLS	MT	59404				PHEASANT RUNMark: TR 5-3
2181870	02289202201100000	KOTKE WARREN H JR & DIANE T		8 FAWN DR	GREAT FALLS	MT	59404				PHEASANT RUNMark: TR 5-4
2198600	02289201101120000	RIVERWOOD VILLAS HOMEOWNERS ASSN		PO BOX 863	GREAT FALLS	MT	594030863	1	19	3E	RIVERWOOD VILLASMark: 49
2198700	02289201101110000	NOBLE BARON & BONNIE		179 HIGHWOOD DR	GREAT FALLS	MT	59404	1	19	3E	RIVERWOOD VILLASMark: 50A
2198800	02289201101100000	HELLEN JAMES R & JONI L		181 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 50B
2198900	02289201101090000	SEVERIN BRIAN P & LYNN		183 HIGHWOOD DR	GREAT FALLS	MT	59404	1	19	3E	RIVERWOOD VILLASMark: 50C
2199000	02289201101080000	ROBISON RAY V & GEORGENE		185 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 50D
2199100	02289201101070000	LOUCKS BRIAN H & PATRICIA C		PO BOX 3189	GREAT FALLS	MT	59403	1	19	3E	RIVERWOOD VILLASMark: 51A & 51B
2199300	02289201101050000	HENDRICKS KAREN R ETAL		189 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 51C
2199400	02289201101040000	HALE WANDA M		191 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	1	19	3E	RIVERWOOD VILLASMark: 51D
2200400	02289201101130000	VINCENT JOE ETAL		2 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	1	1		RIVERWOOD VILLAS 1Mark:
2200500	02289201101140000	WALKER JOHN W & CYNTHIA		71 HIGHWOOD DR	GREAT FALLS	MT	59404	2	1		RIVERWOOD VILLAS 1Mark:
2200600	02289201101160000	MORSS DONALD R & SALLY K		65 HIGHWOOD DR	GREAT FALLS	MT	59404-6444	3	1		RIVERWOOD VILLAS 1Mark:
2200700	02289201101150000	FULLER DEIDRA K		4 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	4	1		RIVERWOOD VILLAS 1Mark:
2200800	02289201101170000	DIMKE SCOTT A & CHRISTINA R		6 SWEETGRASS PL	GREAT FALLS	MT	59404	5	1		RIVERWOOD VILLAS 1Mark:
2200900	02289201101180000	MUELLER STEVEN P & SHARON E		7 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	6	1		RIVERWOOD VILLAS 1Mark:
2201000	02289201101190000	DRUMMOND ROBERT G & LINDA J HISDAHL		8 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	7	1		RIVERWOOD VILLAS 1Mark:
2201100	02289201101200000	DIEL HEATH R & LEE C		9 SWEETGRASS PL	GREAT FALLS	MT	59404	8	1		RIVERWOOD VILLAS 1Mark:
2201200	02289201101200000	MEINHARDT DIANNE L & ROBERT G		3 SWEETGRASS PL	GREAT FALLS	MT	59404-6431	9	1		RIVERWOOD VILLAS 1Mark:
2201300	022892011012010000	MEINHARDT ROBERT G & DIANNE L		86 GOLF TERRACE	BIGFORK	MT	59911	10	1		RIVERWOOD VILLAS 1Mark:
2201400	02289201101010000	MCCLUSKEY MICHAEL D		32 FAWN DR	GREAT FALLS	MT	594046448	1A	2		RIVERWOOD VILLAS 1Mark:
2201500	02289201101030000	GANGE JASON R & VIDA M		1 BEAR PAW PL	GREAT FALLS	MT	594046438	2A	2		RIVERWOOD VILLAS 1Mark:
2201600	02289201101040000	LALIBERTY LUKE B & KORI C		38 FAWN DR	GREAT FALLS	MT	59404	3	2		RIVERWOOD VILLAS 1Mark:
2201700	02289201101050000	HORN C ALLEN & BRENDA W		5 BEAR PAW PL	GREAT FALLS	MT	59404	4	2		RIVERWOOD VILLAS 1Mark:
2201800	02289201101020000	SCHARF MARK T & KIMBERLIE R		9 BEAR PAW PL	GREAT FALLS	MT	59404-6438	6	2		RIVERWOOD VILLAS 1Mark:
2202000	02289201101070000	STREET TIMOTHY N & MARA TRIS		59 HIGHWOOD DR	GREAT FALLS	MT	59404-6444	7	2		RIVERWOOD VILLAS 1Mark:
2202100	02289201101080000	HECKMAN ROCKY J & LORELL L		53 HIGHWOOD DR	GREAT FALLS	MT	59404	8	2		RIVERWOOD VILLAS 1LOT 8 BLOCK 2Mark:
2202200	02289201101090000	LUCAS DOUGLAS J		47 HIGHWOOD DR	GREAT FALLS	MT	59404-3489	9	2		RIVERWOOD VILLAS 1Mark:
2202300	02289201101100000	KUETHER CHARLES W ETAL		6 BEAR PAW PL	GREAT FALLS	MT	59404-6438	10	2		RIVERWOOD VILLAS 1Mark:
2202400	02289201101110000	BRUCH DR CHRISTOPHER G & LAURA L		5025 HUCKLEBERRY DR	GREAT FALLS	MT	59404-4622	11	2		RIVERWOOD VILLAS 1Mark:
2202500	02289201101120000	BIRD VERNON L & GWENDOLYN		21 LITTLE BELT DRIVE	GREAT FALLS	MT	59404	12	2		RIVERWOOD VILLAS 1LOT 12 BLOCK 2
2202600	02289201101300000	WALKER NANCY D		8101 FOX FARM RD	GREAT FALLS	MT	59404-6429	1	3		RIVERWOOD VILLAS 1Mark:
2203000	02289201101050000	HOENISCH ROBERT J & MELISSA		23 DUNE DR	GREAT FALLS	MT	59404-643				RIVERWOOD VILLAS 1Mark:
2203100	02289201101040000	DODGE PERRY R & MARY E		17 DUNE DR	GREAT FALLS	MT	59402	6	3		RIVERWOOD VILLAS 1Mark:
2203200	02289201101030000	MOLEN GARY R & BERNADINE		11 DUNE DR	GREAT FALLS	MT	59404-6433	7	3		RIVERWOOD VILLAS 1Mark:

EXHIBIT B

PARCEL NUMBER - GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2203300 02289202301020000	LARCOM CRAIG L & ELIZABETH R		8301 FOX FARM RD	GREAT FALLS	MT	59404-6430	8	3		RIVERWOOD VILLAS 1Mark:
2203500 02289202301250000	SIMONSON CHAD D & LESLIE L		36 HIGHWOOD DR	GREAT FALLS	MT	59404	2	4		RIVERWOOD VILLAS 1 1-
2203600 02289202301240000	WALKER DUANE A ETAL		47 DUNE DR	GREAT FALLS	MT	59404-6433	6	4		RIVERWOOD VILLAS 1 3-
2204000 02289202301070000	SIMMONS RICK & SAM		35 DUNE DR	GREAT FALLS	MT	59404	24	20	3E	RIVERWOOD VILLAS 1LOT 7 BLOCK 4Mark:
2204100 02289202301060000	WOOD CARL E & MARTHA CREV LIVING TR					0	8	4		RIVERWOOD VILLAS 1LOT 8 BLOCK 4Mark:
2204200 02289202301220000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	1	5		RIVERWOOD VILLAS 1Mark:
2204300 02289202301210000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	2	5		RIVERWOOD VILLAS 1Mark:
2204400 02289202301200000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	3	5		RIVERWOOD VILLAS 1Mark:
2204500 02289202301190000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	4	5		RIVERWOOD VILLAS 1Mark:
2204600 02289202301180000	MCKAY KENNETH P ETAL		1705 DOCK ST UNIT 445	TACOMA	WA	98402	5	5		RIVERWOOD VILLAS 1Mark:
2204700 02289202301140000	FISH KATIE		PO BOX 2413	GREAT FALLS	MT	59404-2413	6	5		RIVERWOOD VILLAS 1LOT 6 BLOCK 5Mark:
2204800 02289202301130000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	7	5		RIVERWOOD VILLAS 1Mark:
2204900 02289202301120000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	8	5		RIVERWOOD VILLAS 1Mark:
2205000 02289202301110000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	9	5		RIVERWOOD VILLAS 1Mark:
2205100 02289202301100000	MITCHELL TED J		1315 8TH AVE N	GREAT FALLS	MT	59401	10	5		RIVERWOOD VILLAS 1Mark:
2205200 02289202301150000	MAGERS DOUGLAS J & BETTY L		PO BOX 2345	GREAT FALLS	MT	59403-2345	1	6		RIVERWOOD VILLAS 1Mark:
2205300 02289202301170000	ROUNTREE DONALD L & CAROLE L		9 BOB MARSHALL PL	GREAT FALLS	MT	59404	2	6		RIVERWOOD VILLAS 1Mark:
2205400 02289202301160000	BALDERSTON SHARON L LIVING TRUST		1 BOB MARSHALL PL	GREAT FALLS	MT	59404	3	6		RIVERWOOD VILLAS 1LOT 3 BLOCK 6Mark:
2205500 02289201201180000	WESTER CALVIN L & CYNTHIA A		3 BOB MARSHALL PL	GREAT FALLS	MT	59404-6432	4	6		RIVERWOOD VILLAS 1Mark:
2205600 02289201201170000	EGAN ANNEMARIE M		5 BOB MARSHALL PL	GREAT FALLS	MT	59404-6432	5	6		RIVERWOOD VILLAS 1Mark:
2205700 02289201201160000	DARKO DANA E & STARNELL F		112 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	6	6		RIVERWOOD VILLAS 1Mark:
2205800 02289201201150000	KINGSLEY MICHAEL J & SUSAN R		124 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	7	6		RIVERWOOD VILLAS 1Mark:
2205900 02289201201190000	COMBS DONALD D & DENISE Y		8 BOB MARSHALL PL	GREAT FALLS	MT	59404	8	6		RIVERWOOD VILLAS 1Mark:
2206000 02289201201040000	FISH RAY & TAMMY		PO BOX 2413	GREAT FALLS	MT	59404-2413	9	6		RIVERWOOD VILLAS 1Mark:
2206100 02289201201030000	MAGUIRE THOMAS J & HELEN		6 BOB MARSHALL PL	GREAT FALLS	MT	59404	10	6		RIVERWOOD VILLAS 1Mark:
2206200 02289201201010000	PLATH DONALD & DEBBY		2 BOB MARSHALL PL	GREAT FALLS	MT	59404-6432	11	6		RIVERWOOD VILLAS 1Mark:
2206300 02289201201020000	MOTT BONNIE ELLEN REVOCABLE TRUST		PO BOX 1153	GREAT FALLS	MT	59403-1103	12	6		RIVERWOOD VILLAS 1Mark:
2206500 02289201201130000	THOMPSON CURTIS G & CINDY L		140 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	3	7		RIVERWOOD VILLAS 1 1-
2206800 02289201201100000	KING KEVIN D & GINGER L		170 HIGHWOOD DR	GREAT FALLS	MT	59404-6428	5	7		RIVERWOOD VILLAS 1 4-
2206900 02289201201090000	BOWMAN MICHAEL B & ANNETTA K		178 HIGHWOOD DR	GREAT FALLS	MT	59404	6	7		RIVERWOOD VILLAS 1Mark:
2207000 02289201201080000	TRUNK OSCAR & EMELE TRUST		PO BOX 1445	FORT BENTON	MT	59442-1445	7	7		RIVERWOOD VILLAS 1LOT 7 BLOCK 7Mark:
2207100 02289201201070000	LAHTI BRIAN R & MARILYN D		PO BOX 1283	PAULDEN	AZ	86334-1283	1	19	3E	RIVERWOOD VILLAS 1LOT 8 BLOCK 7Mark:
2207200 02289201201060000	DENNING THEODORE V & HOLIDEAN J		139 DUNE DR	GREAT FALLS	MT	59404	9	7		RIVERWOOD VILLAS 1LOT 9 BLOCK 7Mark:
2207300 02289201201050000	HRONCIK JOE L & DIXIE L		131 DUNE DR	GREAT FALLS	MT	59404-6434	10	7		RIVERWOOD VILLAS 1Mark:
2243600 02289212102380000	DENIO TONY & HEATHER M		2 MORNING VIEW LN	GREAT FALLS	MT	59404				SUNSET DUNESMark: TR 1
2243605 02289212102400000	ENGEL CORY D & TOSHA		918 36TH AVE NE	GREAT FALLS	MT	59404				SUNSET DUNESMark: TR 2
2243610 02289212102440000	SHORT TRENT & RAYLENE		1205 2ND AVE N	GREAT FALLS	MT	59401				SUNSET DUNESMark: TR 3
2243615 02289212102420000	JETTE WILLIAM A		400 17TH AVE S	GREAT FALLS	MT	59405				SUNSET DUNESMark: TR 4
2357900 02301536301080000	AMMONS MICHAEL L & CHARLENE R		122 HAWK DR	GREAT FALLS	MT	59404	1			PTARMIGAN ACRES 4LOT 1
2358900 02289201101310000	RAY RONALD G		146 HAWK DR	GREAT FALLS	MT	59404-6427	2			PTARMIGAN ACRES 4Mark:
2359000 02289201101240000	RAY RONALD		146 HAWK DR	GREAT FALLS	MT	59404-6427	3			PTARMIGAN ACRES 4Mark:
2360000 02289201101300000	ROWLEY STEVEN L & TERRI L		126 HAWK DR	GREAT FALLS	MT	59404-6427	4			PTARMIGAN ACRES 4Mark:
2361000 02289201101280000	COSGROVE JOSEPH P		79 CUB DR	GREAT FALLS	MT	59404	1	19	3E	PTARMIGAN ACRES 19Mark: 5
2361100 02289201101270000	GLOEGE MICHAEL F & KIMBERLY I		780 WEST A ST	DIXON	CA	95620	1	19	3E	PTARMIGAN ACRES 19Mark: 6
2361200 02289201101260000	ORTHMAN JASON R & TRACH		97 CUB DR	GREAT FALLS	MT	59404	1	19	3E	PTARMIGAN ACRES 19Mark: 7
2361300 02289201101290000	COSGROVE JOSEPH P & SHANNON M		79 CUB DR	GREAT FALLS	MT	59404	1	19	3E	PTARMIGAN ACRES 19Mark: 8
2362300 02289201404310000	BOES DAVID		3340 14TH AVE S	GREAT FALLS	MT	59405	1	19	3E	TR 6, CORR/COS 4809, IN SE/4MARK: 2
2362305 02289201404110000	BOES EUGENE A		PO BOX 356	ELGIN	NE	68636-0356	1	19	3E	TR 1, CORR/COS 4809, IN SE/4MARK: 2-1
2362310 02289201404130000	BOES KEVIN D		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 2, CORR/COS 4809, IN SE/4MARK: 2-2
2362315 02289201404190000	BOES EMILY A		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 3, CORR/COS 4809, IN SE/4MARK: 2-3
2362320 02289201404210000	BOES JACK A		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 4, CORR/COS 4809MARK: 2-4
2362325 02289201404230000	BOES MARTHA A		3340 14TH AVE S	Great Falls	MT	59405	1	19	3E	TR 5, CORR/COS 4809MARK: 2-5
2362330 02289201404290000	BOES MARY JANE		PO BOX 356	ELGIN	NE	68636-0356	1	19	3E	TR 7, CORR/COS 4809, IN SE/4MARK: 2-6
2362350 02289201404150000	RIGGIN REESE R & NATALIE N		161 DUNE DR	GREAT FALLS	MT	59404	1	19	3E	IN NESE1, T19N, R3E/4MARK: 2D
2362401 02289201404010000	CCR GREAT FALLS III LLC		501 S CHERRY ST STE 480	DENVER	CO	80246	1	19	3E	IN LOTS 6-7, W/2SE/4MARK: 2A

EXHIBIT B

PARCEL NUMBER	GEOCODE	LEGAL OWNER	IN CARE OF	ADDRESS	CITY	STATE	ZIP CODE	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION
2517500	02301535301260000	WILLIAMS BRET M & MARNEE D		7101 FOR FARM RD	GREAT FALLS	MT	59404	10B			PTARMIGAN ACRES 9Mark: 10B
2517550	02301535301300000	FILIUS DAVID A & BETTY A TRUST		3305 WILD ROSE LN	GREAT FALLS	MT	59401-3472	35	20	3E	PTARMIGAN ACRES 9Mark: 10A
2517610	02301535404030000	EDWARDS JAMES H & USA M		96 FAWN DR	GREAT FALLS	MT	59404-6448	1	1		PTARMIGAN ACRES ESTATES #10Mark:
2517612	02301535404020000	OLSON ZACH		1301 10TH AVE N	GREAT FALLS	MT	59401	2	1		PTARMIGAN ACRES ESTATES #10Mark:
2517614	02301535404010000	TAYLOR MARK L		53 CUB DR	GREAT FALLS	MT	59404	3	1		PTARMIGAN ACRES ESTATES #10LOT 3 BLOCK 1M
2517616	02301535404040000	WADSWORTH HEIDI L		41 CUB DR	GREAT FALLS	MT	59404	4	1		PTARMIGAN ACRES ESTATES #10Mark:
2517700	02301535301250000	BANNON MARTIN D & SHARON M		7201 FOX FARM RD	GREAT FALLS	MT	59404	35	28	3E	PTARMIGAN ACRES 9Mark: 10D
2519020	02301535301380000	CONNER SUSAN J		118 CREPE MYRTLE LN	GEORGETOWN	TX	78633	35	20	3E	IN W/2W/2, S35, T20N, R3E FOX FARM EST
2519040	02301535301370000	SIMON EDWARD J & SUE ANN		6501 FOX FARM RD	GREAT FALLS	MT	59404-6456	35	20	3E	IN SWNW FOX FARM ESTATES
2519100	02301535301230000	HELGESON BILL & TRACY FAMILY TRUST		7501 FOX FARM RD	GREAT FALLS	MT	59404-6472	35	20	3E	IN SWSW FOX FARM ESTATES
2519200	02301535301220000	TINGEY JASON B & DIANE T		7301 FOX FARM RD	GREAT FALLS	MT	59404-6419	35	20	3E	IN SWSW FOX FARM ESTATES
2519250	02301535301270000	GEITNER JOHN N & CAROLINE J		11 FAWN DR	GREAT FALLS	MT	59404	35	20	3E	IN S/2SWSW FOX FARM ESTATES
2519525	02301535402040000	YOUNG RICHARD R & MIYOKO		74 FAWN DR	GREAT FALLS	MT	59404-6448	35	20	3E	IN SESE FOX FARM ESTATES
2519595	02301535102130000	LEVEQUE E LEE & RHONYA R		32 HAWK DR	GREAT FALLS	MT	59404	35	20	3E	IN E/2 FOX FARM ESTATESMark: 2B
2523500	02301535301400000	CERECK JAY M & JEANIA M		50 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 11Mark: 1
2523600	02301536301310000	LAUVER BIRDIE A		68 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 11Mark: 2
2523700	02301536301420000	FRYE RICHARD J & SHARON M		62 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 11Mark: 3
2523800	02301536301410000	WINN MICHAEL & DANA		161 FAWN DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 11Mark: 4
2524500	02301536301300000	PETERSON MARK C & CAROL A		74 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 1
2524600	02301536301270000	HOPKINS RICHARD LEE & LEA ANNE LEWIS		80 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 2
2524700	02301536301280000	DEMCO JOEL R & DIXIE L		86 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 3
2524800	02301536301290000	SCHMOOK PAUL F & MONICA L		92 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 12Mark: 4
2525700	02301535301040001	BINSTOCK PAULA R		47 FAWN DR	GREAT FALLS	MT	59404	14C			PTARMIGAN ACRES #14Mark:
2525800	02301535301040000	TORGERSON LLC		41 FAWN DR	GREAT FALLS	MT	59404	14D			PTARMIGAN ACRES #14Mark:
2526600	02301536301390000	BLESKIN THOMAS		32 1/2 12TH AVE S	GREAT FALLS	MT	59405	36	20	3E	PTARMIGAN ACRES 17Mark: 1
2526700	02301536301380000	CRASS DAVID L & MARLENE E		43608 N 47TH DR	NEW RIVER	AZ	85087	36	20	3E	PTARMIGAN ACRES 17Mark: 2
2526800	02301536301370000	TAYLOR MICHAEL D		61 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 3
2526900	02301536301360000	HAMLIN PAUL D		67 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 4
2527000	02301536301350000	TANBERG REX W JR & MARLENE P		73 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 5
2527100	02301536301320000	COCKRELL RONALD M & CYNTHIA F		79 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 17Mark: 6
2527200	02301536301260000	HOVEN SEAN B & ANDREA C		87 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 17Mark: 7
2527300	02301536301250000	BERTELSEN DAVID LIVING TRUST ETAL						36	20	3E	PTARMIGAN ACRES 17Mark: 8
2527400	02301536301230000	GARRISON KENNETH		97 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	PTARMIGAN ACRES 17Mark: 9
2527500	02301536301220000	FLETCHER JACK L & MARLYN L		PO BOX 3207	GREAT FALLS	MT	59403-3207	36	20	3E	PTARMIGAN ACRES 17Mark: 10
2527600	02301536301210000	ENGBRETSSEN JOHN W & PATRICIA F		109 HAWK DR	GREAT FALLS	MT	59404-6427	36	20	3E	PTARMIGAN ACRES 17Mark: 11
2527700	02301536301200000	DIOW STEVEN D		PO BOX F	BLACK EAGLE	MT	59414	36	20	3E	PTARMIGAN ACRES 17Mark: 12
2527800	02301536301120000	SODERMAN CAROLE HEDLUND		2756 HUCKLEBERRY DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 17Mark: 13
2527900	02301536301110000	PURPURA VINCENT M & JOANNE		127 HAWK DR	GREAT FALLS	MT	59404-6427	36	20	3E	PTARMIGAN ACRES 17Mark: 14
2528000	02301536301100000	TIMMERMAN A J		PO BOX 372	VALIER	MT	59486-0372	36	20	3E	PTARMIGAN ACRES 17Mark: 15
2528100	02301536301090000	KNUDSON JOHN D & SHEILA M		139 HAWK DR	GREAT FALLS	MT	59404-6427	36	20	3E	PTARMIGAN ACRES 17Mark: 16
2529100	02301535402020000	DAHMS PAUL J SR & PATRICIA H		56 CUB DR	GREAT FALLS	MT	59404-6425	35	20	3E	PTARMIGAN ACRES 19Mark: 1
2529200	02301536301010000	STIBEL MARY D		55 CUB DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 2
2529300	02301536301020000	STIBEL MARY D		55 CUB DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 3
2529400	02301536301030000	NEIL DAVID R		28 ELK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 4
2529500	02301536301040000	NEIL DAVID R		28 ELK DR	GREAT FALLS	MT	59404	36	20	3E	PTARMIGAN ACRES 19Mark: 9
2538400	02301536301140000	STATE OF MONTANA		PO BOX 200701	HELENA	MT	59620-0701	36	20	3E	IN S/2Mark: 22A
2538802	02301536301470000	MARSH LESLIE J & NICOLE K		33 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	IN GOV LOT 6, IN SWMark: 28B
2538803	02301536301450000	MARSH LESLIE J & NICOLE K		33 HAWK DR	GREAT FALLS	MT	59404-6426	36	20	3E	IN GOV LOT 6, IN SWMark: 28C
2538850	02301536201030000	STATE OF MONTANA		PO BOX 200701	HELENA	MT	59620-0701	36	20	3E	IN W/2W/2Mark: 29B
2539000	02301536301490000	MARTIN TODD & JAMIE L		2 HAWK DR	GREAT FALLS	MT	59404	36	20	3E	FOX FARM ESTATES SEC 35 &
2539010	02301536301240000	FROST DONALD E & NORMA		414 HIGHLAND AVE	MANCHESTR CTR	VT	5255				IN S/2SWMark: 32B

EXHIBIT C - ESTIMATED COST SCHEDULE
FOX FARM ROAD RSID #16-01 - ROAD CONSTRUCTION IMPROVEMENTS

Construction Estimate \$ 2,938,863.57
(includes 20% contingency)

Design and Construction Engineering Services \$ 516,951.00
(including 20% contingency)

SUBTOTAL : Engineering and Construction \$ 3,455,814.57

Loan Amortization Data

Loan Amount	\$3,500,000
Length of Loan (yrs)	20
Interest Rate	1.55%
# of Payments	40
Annual Payment Amount \$	203,636.28
Total Interest \$	572,726.31

TOTAL RSID COST	\$4,072,726.31
Number of Assessed Parcels	381
Estimated Assessment Prepaid	\$9,186.35
Estimated Assessment Financed	\$10,689.57

ESTIMATED ASSESSMENT PER YEAR PER PARCEL \$534.48

EXHIBIT A

